



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459



BRYCE YOKOMIZO
Director

LISA NUÑEZ
Chief Deputy

Board of Supervisors
GLORIA MOLINA
First District
YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 25, 2005

The Honorable Board of Supervisors
County of Los Angeles
500 West Temple Street
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH
FOX SYSTEMS INC., FOR LOS ANGELES ELIGIBILITY, AUTOMATED
DETERMINATION EVALUATION, AND REPORTING (LEADER) SYSTEM
REPROCUREMENT CONSULTING SERVICES
(ALL DISTRICTS – 3 VOTES)**

CIO RECOMMENDATION:

APPROVE ☒ APPROVE WITH MODIFICATION [] DISAPPROVE []

**JOINT RECOMMENDATION WITH THE CHIEF INFORMATION OFFICER THAT
YOUR BOARD:**

Approve and instruct the Chair to sign the attached Agreement with FOX Systems, Inc., effective the day after Board approval through June 15, 2007, in the maximum sum of \$1,881,000 for consulting services to assist DPSS in LEADER System reprocurement activities, including, but not limited to, the following services: (a) support the development of a Request for Proposals (RFP), including a sample vendor contract; (b) prepare an Implementation Advance Planning Document (IAPD) for approval by the State and Federal governments; (c) prepare a vendor proposal Evaluation Manual Package; (d) provide support for County Counsel and Auditor-Controller in the RFP and Evaluation Manual Package review process; (e) participate in the proposers' conference; (f) participate in the evaluation of vendor oral presentations, demonstrations and site visits; (g) support the development and compilation of final vendor selection materials; (h) assist DPSS and County Counsel with vendor negotiations; (i) develop a

"To Enrich Lives Through Effective And Caring Service"

risk mitigation plan; (j) assist DPSS and County Counsel in writing the final vendor contract; and (k) support DPSS in obtaining State and Federal approval for the new LEADER System contract.

Since there is a CalWORKs and a Food Stamps Maintenance of Effort (MOE) requirement, which will be met by the County, there is no additional Net County Cost (NCC) for these programs. The share of costs associated with programs such as General Relief results in an estimated NCC of \$163,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 15, 2005, the Board approved Amendment Number Ten to the LEADER Agreement that extended the contract term by 24 months through April 30, 2007. At that time, we informed the Board that the Department would be undertaking LEADER System reprocurement activities over the next two years. We were directed to include strong and explicit deliverables for the LEADER System reprocurement within the new vendor contract.

Due to the complexity of the project, DPSS determined that a consultant should be retained to assist with the reprocurement process. Consequently, on May 5, 2005, ISD released a Work Order under the Information Technology Support Systems Master Agreement (ITSSMA) competitive process to solicit a contractor to provide consulting services for LEADER System reprocurement activities. Two proposals were received. Of those, FOX Systems Inc., met the minimum requirements and submitted the lowest cost proposal.

The selected contractor will assist the Department in preparing an RFP for a reprocurement of the LEADER System, including a Statement of Work containing strong and explicit deliverables and a sample vendor contract. The contractor will also aid in the evaluation of vendor proposals, vendor negotiations, and acquisition of State and Federal approval for a new vendor contract.

The reprocurement of the LEADER System is a major undertaking that will require significant staffing resources within the Department, as well as support from the County's Chief Information Office, County Counsel, Chief Administrative Office, Auditor-Controller, and the other County departments who currently access the LEADER System. Additionally, it is critical that the system architecture (hardware and software) requirements be clearly defined to ensure high levels of system availability and response times, as well as stringent remedies should the required performance not be achieved. For these reasons, an information technology specialist, such as FOX Systems Inc., must be retained to assist in the reprocurement effort.

The contractor has extensive knowledge of DPSS systems including the LEADER System. As you may recall, they were the contractor that prepared the LEADER System Alternatives Analysis in September 2004. FOX Systems Inc., has detailed

knowledge of our technical infrastructure and network topologies. In addition, the contractor is experienced with the Department's computer related equipment installations, software, system applications, and network configuration and have an understanding of our business processes and procedures.

In order to ensure that any potential LEADER System enhancements or modifications are identified prior to the reprocurement, DPSS will create, and chair, a community group with members from Local 660 and community organizations. DPSS and FOX Systems Inc., will meet with this group to listen to the issues/problems DPSS staff and participants have with the current LEADER System.

The services to be received under this Agreement are essential to the effective determination of the requirements, specifications, tasks, and deliverables for the reprocurement of the LEADER System.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation is consistent with the principles of County Strategic Plan Goal #1 (Service Excellence) to provide the public with easy access to quality information and services that are both beneficial and responsive, as well as Goal #3, to ensure that service delivery systems, such as the LEADER System, are efficient, effective and goal-oriented, and collaborate across functional and jurisdictional boundaries. In addition, this Agreement is consistent with DPSS' objectives for increasing the efficiency and effectiveness of departmental programs through expanded information technology and communications. The LEADER System is part of the DPSS Business Automation Plan.

FISCAL IMPACT

Since there is a CalWORKs and a Food Stamps Maintenance of Effort (MOE) requirement, which will be met by the County, there is no additional Net County Cost (NCC) for these programs. The share of cost associated with programs such as General Relief results in an estimated NCC of \$163,000.

Costs for Fiscal Year 2005-06

The total estimated cost for this Agreement in FY 2005-06 is \$924,000 with an estimated NCC of \$80,000. Sufficient funding is included in the Department's FY 2005-06 Adopted Budget.

Costs for Fiscal Year 2006-07

The total estimated cost for this Agreement in FY 2006-07 is \$957,000 with an estimated NCC of \$83,000. Sufficient funding will be included in the Department's FY 2006-07 budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The State has approved DPSS' Planning Advance Planning Document Update requesting funding for the reprocurement activities for a new LEADER System.

This Agreement was prepared by DPSS, and was reviewed and approved as to form by County Counsel and reviewed by outside counsel, Mitchell, Silberberg & Knupp LLP. Additionally, this Agreement was reviewed by the CAO's Risk Management Branch and the Chief Information Office.

This is not a Prop A contract and accordingly is exempt from the requirements of the Living Wage Ordinance.

CONTRACTING PROCESS

On May 5, 2005, ISD released a Work Order under the ITSSMA competitive process to solicit a contractor to provide consulting services for LEADER System reprocurement activities. Two proposals were received. Of those, FOX Systems Inc., met the minimum requirements and submitted the lowest cost proposal.

FOX Systems Inc., was selected through the ITSSMA competitive bidding process. DPSS has prepared the attached consultant services Agreement for the Board's approval.

IMPACT ON CURRENT SERVICES OR PROJECTS

The execution of this Agreement will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon approval and execution, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter and one (1) original signed copy of the agreement to the Director of the Department of Public Social Services.

Respectfully submitted,

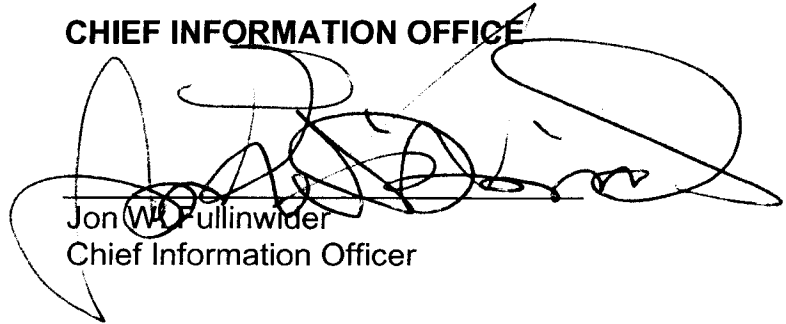
**DEPARTMENT OF PUBLIC
SOCIAL SERVICES**



Bryce Yokomizo
Director

BY/JWF:ln
Attachment

CHIEF INFORMATION OFFICE



Jon W. Pullinwider
Chief Information Officer

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Chair, Information Systems Commission

September 21, 2005



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOX SYSTEMS, INC.

FOR

**CONSULTING SERVICES FOR
LOS ANGELES ELIGIBILITY, AUTOMATED DETERMINATION
EVALUATION, AND REPORTING (LEADER) SYSTEM
REPROCUREMENT**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		5
1.0	APPLICABLE DOCUMENTS	6
2.0	DEFINITIONS	7
3.0	WORK.....	8
4.0	TERM OF CONTRACT	8
5.0	CONTRACT SUM	8
6.0	ADMINISTRATION OF CONTRACT- COUNTY	10
6.1	COUNTY'S PROJECT DIRECTOR	10
6.2	COUNTY'S PROJECT MANAGER	11
7.0	ADMINISTRATION OF CONTRACT – CONTRACTOR	11
7.1	CONTRACTOR'S PROJECT MANAGER	11
7.2	APPROVAL OF CONTRACTOR'S STAFF	11
7.3	CONTRACTOR'S STAFF IDENTIFICATION	12
7.4	BACKGROUND & SECURITY INVESTIGATIONS	13
7.5	CONFIDENTIALITY	13
8.0	STANDARD TERMS AND CONDITIONS	14
8.1	ASSIGNMENT AND DELEGATION	14
8.2	AUTHORIZATION WARRANTY	14
8.3	BUDGET REDUCTIONS.....	15
8.4	CHANGE NOTICES AND AMENDMENTS	15
8.5	COMPLIANCE WITH APPLICABLE LAW.....	16
8.6	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	16
8.7	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	17
8.8	CONFLICT OF INTEREST	18
8.9	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	19
8.10	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	19
8.11	CONTRACTOR RESPONSIBILITY AND DEBARMENT	19
8.12	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	21
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	21
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	21
8.15	COUNTY LOBBYIST.....	22
8.16	COUNTY'S QUALITY ASSURANCE PLAN.....	22
8.17	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	22
8.18	EMPLOYMENT ELIGIBILITY VERIFICATION	23
8.19	FACSIMILE REPRESENTATIONS	23
8.20	FAIR LABOR STANDARDS.....	23
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	24
8.22	INDEPENDENT CONTRACTOR STATUS	24
8.23	INDEMNIFICATION	25
8.24	GENERAL INSURANCE REQUIREMENTS	25
8.25	CAPTIONS AND PARAGRAPH HEADINGS	28
8.26	MOST FAVORED PUBLIC ENTITY	28
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	29
8.28	NON EXCLUSIVITY	30

8.29	NOTICE OF DELAYS.....	30
8.30	NOTICE OF DISPUTES.....	30
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	31
8.32	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	31
8.33	NOTICES	31
8.34	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	31
8.35	INTENTIONALLY RESERVED	32
8.36	PUBLIC RECORDS ACT	32
8.37	PUBLICITY	32
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	33
8.39	RECYCLED BOND PAPER	34
8.40	COUNTY FACILITY RULES AND REGULATIONS	34
8.41	SUBCONTRACTING.....	34
8.42	INTENTIONALLY RESERVED	36
8.43	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	36
8.44	TERMINATION FOR CONVENIENCE.....	36
8.45	TERMINATION FOR DEFAULT.....	37
8.46	TERMINATION FOR IMPROPER CONSIDERATION.....	38
8.47	TERMINATION FOR INSOLVENCY.....	39
8.48	INTENTIONALLY RESERVED	39
8.49	TERMINATION FOR NON-APPROPRIATION OF FUNDS	39
8.50	VALIDITY	40
8.51	WAIVER	40
8.52	WARRANTY AGAINST CONTINGENT FEES	40
9.0	OTHER TERMS AND CONDITIONS.....	40
9.1	CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY (HIPAA)	40
9.2	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	41
9.3	PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION.....	42
9.4	CERTAIN COUNTY REMEDIES.....	43
9.5	WARRANTIES	44
9.6	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE.....	44
9.7	SURVIVAL.....	45
	SIGNATURES	47
	EXHIBITS	
	Exhibit A (STATEMENT OF WORK)	
	Exhibit B (PRICING SCHEDULE)	
	Exhibit C (CONTRACTOR'S EEO CERTIFICATION)	
	Exhibit D (COUNTY'S ADMINISTRATION)	
	Exhibit E (CONTRACTOR'S ADMINISTRATION)	
	Exhibit F1 (CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT)	

Exhibit F2 (CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT)

Exhibit G (JURY SERVICE ORDINANCE)

Exhibit H (SAFELY SURRENDERED BABY LAW)

Exhibit I (INTERNAL REVENUE SERVICE NOTICE 1015)

Exhibit J (FAMILIARITY OF COUNTY LOBBYIST ORDINANCE CERTIFICATION)

Exhibit K (CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR
CONTRACTORS/VENDORS)

Exhibit L (CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996)

Exhibit M (SAMPLE SUBCONTRACT)

Exhibit N (LEADER SYSTEM OVERVIEW)

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FOX SYSTEMS, INC.
FOR

CONSULTING SERVICES FOR
LOS ANGELES ELIGIBILITY, AUTOMATED DETERMINATION
EVALUATION, AND REPORTING (LEADER) SYSTEM
REPROCUREMENT**

This Contract is made and entered into this ____ day of _____, 2005, by and between the County of Los Angeles (hereinafter referred to as "County") and FOX Systems, Inc., a California corporation (hereinafter referred to as "Contractor"), located at 6263 North Scottsdale Road, Scottsdale, Arizona 85250.

RECITALS

WHEREAS, County may contract with private businesses for consulting services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing consulting services as described in this Contract; and

WHEREAS, this Contract is authorized under California Government Code Sections 23004 and 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F1, F2, G, H, I, J, K L, M, and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the body of this Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Contract and then to the Exhibits according to the following priority:

1. Exhibit A (STATEMENT OF WORK)
2. Exhibit B (PRICING SCHEDULE)
3. Exhibit C (CONTRACTOR'S EEO CERTIFICATION)
4. Exhibit D (COUNTY'S ADMINISTRATION)
5. Exhibit E (CONTRACTOR'S ADMINISTRATION)
6. Exhibit F1 (CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT)
Exhibit F2 (CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT)
7. Exhibit G (JURY SERVICE ORDINANCE)
8. Exhibit H (SAFELY SURRENDERED BABY LAW)
9. Exhibit I (INTERNAL REVENUE SERVICE NOTICE 1015)
10. Exhibit J (FAMILIARITY OF COUNTY LOBBYIST ORDINANCE CERTIFICATION)
11. Exhibit K (CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR
CONTRACTORS/VENDORS)
12. Exhibit L (CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996)
13. Exhibit M (SAMPLE SUBCONTRACT)
14. Exhibit N (LEADER SYSTEM OVERVIEW)

The body of this Contract, together with the Exhibits hereto, shall constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.4 (Change Notices and Amendments) and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** The body of this Contract, including all Exhibits hereto, executed between County and Contractor.
- 2.2 **Contractor's Project Manager:** The individual designated by Contractor to administer the Contract operations after the Contract award.
- 2.3 **County's Project Director:** Person designated by County, or his authorized designee, who has the authority to act for County on certain contractual or administrative matters relating to this Contract. County's Project Director approves all work performed by Contractor and all invoices submitted by Contractor as related to this Contract.
- 2.4 **County's Project Manager:** Person designated by County, or his authorized designee, who manages the operations under this Contract.
- 2.5 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 **DPSS:** County's Department of Public Social Services.
- 2.7 **DPSS Director:** The Director of County's Department of Public Social Services, or his authorized designee.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 **Working Day(s):** The period from 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, excluding County holidays.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth this Contract, including, without limitation, Exhibit A (Statement of Work).
- 3.2 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3 In the event quality and/or performance deficiencies by Contractor necessitate disapproval of work, invoices, or time reports by County's Project Director, County may pursue any and all remedies set forth in Subparagraph 9.4 (Certain County Remedies), and/or as otherwise provided in this Contract, and/or as otherwise provided by law and/or in equity. Approvals of deliverables, if any, shall not be unreasonably withheld. Within a reasonable time period for each deliverable as mutually agreed upon and set forth in the Project Plan described in Exhibit A (Statement of Work), County shall approve the deliverable, require minor changes, or reject the deliverable and notify Contractor to cure any significant defects.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon execution by County's Board of Supervisors, and end on June 15, 2007 unless sooner terminated or extended, in whole or in part, as provided in this Contract.

County shall have the sole option to extend the Contract term for up to one (1) year. Such option and extension shall be exercised at the sole discretion of the DPSS Director by providing sixty (60) days advance written notice to Contractor.

- 4.2 Contractor shall notify County's Project Director when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

- 5.1 The Contract Sum shall be the total maximum monetary amount that County may pay Contractor for all services and other work specified under this Contract. The Contract Sum, including all applicable taxes, shall not exceed One Million Eight Hundred Eighty Thousand Four Hundred Fifteen Dollars (\$1,880,415). This

Contract Sum shall be allocated on a fixed price per deliverable basis for Deliverables 1 and 2, and on a maximum price per deliverable basis for Deliverables 3-12, as set forth in Exhibit A (Statement of Work) and Exhibit B (Pricing Schedule). During the course of the project, each deliverable shall be separately accepted by County's Project Director in writing before payment will be authorized. Each deliverable shall be invoiced separately. Contractor shall satisfactorily perform and complete all required deliverables in accordance with the Exhibit A (Statement of Work), notwithstanding the fact that total payment from County shall not exceed the Contract Sum.

5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services or other work rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor.

5.5 Invoices and Payments

5.5.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, in a format approved in writing by County's Project Director, which shall include, without limitation, the charges owed to Contractor by County

under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work.

5.5.2 Contractor's invoices shall be priced in accordance with Exhibit A (Statement of Work) and Exhibit B (Pricing Schedule).

5.5.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours and/or other work for which payment is claimed.

5.5.4 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Chief Financial Officer
Department of Public Social Services
12860 Crossroads Parkway South
Industry, CA 91746

5.5.5 County Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County's Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. County will withhold fifteen percent (15%) of all deliverable payments until all deliverables in Exhibit A (Statement of Work) are accepted by County.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following Subparagraphs are designated in Exhibit D (County's Administration). County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The responsibilities of County's Project Director include, without limitation: ensuring that the objectives of this Contract are met; providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements; and approving in writing all work performed by Contractor and all invoices submitted by Contractor as related to this Contract.

County's Project Director is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.2 County's Project Manager

The responsibilities of County's Project Manager include, without limitation: meeting with Contractor's Project Manager on a regular basis; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). Contractor shall notify County in writing of any change in the name or address of Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Director and County's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove each member or proposed member of Contractor's staff, including, but not limited to, Contractor's Project Manager, prior to, and during, their performing any work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such staff. County's Project Director may require replacement of any member of Contractor's staff performing, or offering to perform, work hereunder, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each such proposed initial staff member, including, but not limited to, Contractor's Project Manager, and proposed substitute and an opportunity to interview such person prior to his performing any work hereunder.

In addition, Contractor represents and warrants that it shall, to the maximum extent possible, take all necessary steps to assure continuity over time of the membership of the group

constituting Contractor's staff, including, but not limited to, Contractor's Project Manager.

Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In fulfillment of its responsibilities under this Contract, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Contract.

Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner, including, without limitation, as required to comply with Exhibit A (Statement of Work).

In the event Contractor should ever need to remove any staff from performing work under this Contract, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

All staff employed by and on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of County and Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify County within one (1) working day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy Contractor's staff's County photo identification badge at the time of removal from the County Contract.

- 7.3.3** If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

- 7.4.1** At any time prior to or during term of this Contract, County may require that all Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if Contractor's staff passes or fails the background clearance investigation.
- 7.4.2** County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through County conducted background clearance.
- 7.4.3** County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access, at the sole discretion of County.
- 7.4.4** Disqualification, if any, of Contractor staff, pursuant to this Subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1** Contractor shall maintain the confidentiality of all records and information obtained from, or developed for, County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.5.2** Contractor shall inform all of its officers, employees,

agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.3 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F1 (Contractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement).

7.5.4 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Non-Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the DPSS Director. Any unapproved assignment or delegation shall be null and void. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the DPSS Director's sole discretion, against the claims, which Contractor may have against County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the DPSS Director's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under the Contract. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

- 8.4.1** County reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by Contractor and by County's Project Director.
- 8.4.2** Except as otherwise provided for in Subparagraphs 8.4.3 and 8.4.4, for any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared by County and executed by Contractor and County's Board of Supervisors.
- 8.4.3** The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared by County and executed by the DPSS Director and Contractor.
- 8.4.4** The DPSS Director may, in his sole discretion, authorize an extension of the term of this Contract as described in Paragraph 4.0 (Term of Contract). Contractor agrees that such extension of the term of this Contract shall not change any other term or condition of this Contract during the period of such extension.

8.5 COMPLIANCE WITH APPLICABLE LAW

- 8.5.1** Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.5.2** Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. Contractor shall sign and adhere to the Exhibit K (Civil Rights Resolution Agreement Requirements for Contractors/Vendors).

In addition, a Resolution Agreement between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs.

Contractor shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes, but is not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights Training;
- Ensuring that notices sent to participants are in their primary language; and
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants; and

- Maintaining records and record retention of all Civil Rights related correspondence to participants, including the Civil Right Complaint Log; and
- Collecting data necessary to monitor compliance with Civil Right requirements

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program: This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) working days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Subparagraph 8.7, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor

shall also be subject to the provisions of this Subparagraph 8.7. The provisions of this Subparagraph 8.7 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Subparagraph 8.7 may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

8.8.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

8.8.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a

conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.8 shall be a material breach of this Contract upon which County, in its sole discretion, may immediately terminate or suspend this Contract.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff and who meet the minimum requirements for Contractor's staff as set forth in Exhibit A (Statement of Work) or to qualified, former County employees who are on a re-employment list during the life of this Contract and who meet the minimum requirements for Contractor's staff as set forth in Exhibit A (Statement of Work).

8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts Contractor may have with County.

8.11.3 Non-responsible Contractor

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.11.4 Contractor Hearing Board

If there is evidence that Contractor may be subject to debarment, DPSS will notify Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.

Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are

submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all

applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY LOBBYIST

Contractor and each County Lobbyist or County Lobbying form as defined Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County Lobbyist Ordinance, Chapter 2.160 of the Los Angeles County Code. Contractor shall indicate compliance by signing Exhibit J (Familiarity of the County Lobbyist Ordinance Certification). Failure on the part of Contractor or any County Lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

8.16 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.17.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Subparagraph 8.4 (Change Notices and Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay,

liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

- 8.21.1** This Contract shall be governed by, and construed in accordance with, the laws of the State of California.
- 8.21.2** Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment, further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.
- 8.21.3** Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1** This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3** Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of

Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

8.22.4 Contractor shall adhere to the provisions stated in Subparagraph 7.5 (Confidentiality).

8.23 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and during the term of this Contract Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

8.24.1 Evidence of Insurance:

- A.** Certificate(s) or other evidence of coverage satisfactory to County and all regular annual renewals thereof, shall be delivered to the:

Ida L. Rivera, Chief
Contract Management Division
Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, CA 91746

or designee, prior to commencing initial performance, or commencing subsequent years of performance, as applicable, under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract.
- (2) Clearly evidence all coverage required in this Contract.
- (3) Contain the express condition that County is to be given written notice by certified or registered mail at least thirty (30) days in advance of any modification, lapse, or cancellation for all policies evidenced on the certificate of insurance.
- (4) Include certified copies of the additional insured endorsement(s) to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Contract.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor reduce or eliminate such deductibles or self-insured retentions as they apply to County or to require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(2) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract..

(3) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County's Project Director.

(4) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$500,000 for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."

(3) Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

(4) Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Contract, or Contractor agrees to continue to maintain such insurance for not less than two years commencing upon termination or cancellation of this Contract.

8.25 CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Contract are for convenience only and are not a part of this Contract and shall not be used in construing this Contract.

8.26 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

8.27.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.27 when so requested by County.

8.27.7 If County finds that any provisions of this Subparagraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of services and other work as stated in this Contract. If County's Project Manager or County's Project Director is not able to resolve the dispute, the DPSS Director shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Exhibit I (Internal Revenue Service Notice 1015).

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D (County's Administration) and Exhibit E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The DPSS Director shall have the authority to issue all notices or demands required or permitted by County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 (INTENTIONALLY RESERVED)

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Work Order used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. County agrees to provide to Contractor prompt written notice of such action.

8.37 PUBLICITY

8.37.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director. County shall not unreasonably withhold written consent.

8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.38.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 If at any time during or after the term of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either repaid by Contractor to County by cash payment upon demand, or, at the sole option of the DPSS Director, deducted from any amounts due to Contractor from County hereunder. If such audit finds that County's dollar

liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.38.4 Failure on the part of Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 COUNTY FACILITY RULES AND REGULATIONS

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that County determines that a employee of Contractor has violated any applicable rule or regulation, the DPSS Director will notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from DPSS Director that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

8.41 SUBCONTRACTING

8.41.1 The requirements of this Contract may not be subcontracted by Contractor without the prior written consent of County. Any attempt by Contractor to subcontract without the prior written consent of County shall be null and void and may be deemed by County, in its sole discretion, to be a material breach of this Contract upon which County, in its sole discretion, may immediately terminate or suspend this Contract.

8.41.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of Exhibit M (Sample Subcontract); and
- Other pertinent information and/or certifications requested by County.

8.41.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.41.4 Notwithstanding any County consent to subcontract, Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract,

8.41.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

8.41.6 The DPSS Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

8.41.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

8.41.8 Contractor shall deliver to the Chief, DPSS Contracts Management Division, at the address shown in Subparagraph 8.41.9, a fully executed copy of each subcontract entered into by Contractor before any work may be performed under such subcontract.

8.41.9 Contractor shall obtain:

- A. Certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor; and
- B. An executed Subcontractor Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement as

set forth in Exhibit 3 of Exhibit M (Sample Subcontract).

Contractor shall ensure delivery of all such documents to:

Ida L. Rivera, Chief
Contract Management Division
Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, CA 91746

before any subcontractor employee may perform any work hereunder.

8.42 (INTENTIONALLY RESERVED)

8.43 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 days of within notice shall be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.45 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.44 TERMINATION FOR CONVENIENCE

8.44.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) working days after the notice is sent.

8.44.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall

not have been terminated by such notice.

8.44.3 For a period of five (5) years after final settlement under this Contract, Contractor shall make available to County, at all reasonable times, all material including, without limitation, books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, except, copy, or transcribe such material at such other location. All material shall be maintained by Contractor in accordance with Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement).

8.45 TERMINATION FOR DEFAULT

8.45.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within fifteen (15) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.45.2 In the event that County terminates this Contract in whole or in part as provided in Subparagraph 8.45.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph 8.45.

8.45.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the

type identified in Subparagraph 8.45.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph 8.45.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.45.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.45, it is determined by County that Contractor was not in default under the provisions of this Subparagraph 8.45, or that the default was excusable under the provisions of Subparagraph 8.45.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.44 (Termination for Convenience).

8.45.5 The rights and remedies of County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR IMPROPER CONSIDERATION

8.46.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.46.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.46.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.47 TERMINATION FOR INSOLVENCY

8.47.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.47.2 The rights and remedies of County provided in this Subparagraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 (INTENTIONALLY RESERVED)

8.49 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County

shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.50 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.51 WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 WARRANTY AGAINST CONTINGENT FEES

8.52.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.52.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 OTHER TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit L (Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act (HIPAA)) in order to provide those services. County and Contractor therefore agree to the terms of

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.2.1 County shall be the sole owner of all right, title, and interest, including, without limitation, all copyrights, in and to all materials, reports, deliverables, software, plans, diagrams, facilities, and tools (hereafter collectively "Materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to and vest in County all Contractor's right, title, and interest in and to the Materials, including, without limitation, all copyright, patent, and trade secret rights which arise pursuant to Contractor's work under this Contract. Contractor shall take all necessary measures to protect the security and confidentiality of all Materials.

9.2.2 Contractor shall affix the following notice to all documentary and software items originated pursuant to this Contract "© Copyright _____, (such date as may be appropriate, i.e. 2005, 2006, 2007, etc.), County of Los Angeles, All Rights Reserved." Contractor shall affix such notice: (1) at the beginning and at the end of any and all source code, such that on storage media and on printouts the notice appears with or near the title of each program; (2) continuously on all sign-on display screens; (3) on the title or inside cover page of all system, user, and technical documentation and all other documents; and (4) as otherwise may be directed by County.

9.2.3 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use, at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.4 Any and all materials, software, and tools that are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder and which Contractor considers to be proprietary and/or confidential, must be expressly and specifically identified by Contractor to County's Project Director as proprietary and/or confidential and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL" on each page containing such material.

9.2.5 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items, if any, are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities (other than outside counsel or consultants subject to non-disclosure obligations) any such proprietary and/or confidential items without the prior written consent of Contractor.

9.2.6 County shall have no obligation to Contractor under Subparagraph 9.2.5 or otherwise if proprietary and/or confidential items are not plainly and prominently identified per Subparagraph 9.2.4. Further, County shall have no obligation to Contractor under this Paragraph 9.2 for any disclosures required under any state and/or federal law and/or order of court.

Notwithstanding the foregoing provisions of this Subparagraph 9.2.6 and recognizing that County has no way to safeguard trade secrets or proprietary information, the Contractor shall, and does, hereby keep and hold County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information.

County agrees to provide to Contractor written notice of any written request received by County for Contractor's proprietary and/or confidential information.

9.2.7 Contractor hereby grants to County for use of County, an irrevocable, perpetual, non-terminable, no-cost license to use, modify and reproduce any and all the items described in Subparagraph 9.2.5.

9.2.8 All rights and obligations of this Subparagraph 9.2 shall survive the expiration or termination of this Contract.

9.3 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.3.1 Contractor shall indemnify, defend, and hold harmless County from and against any and all liability, including but not limited to damages, fees (including attorney and expert witness fees), costs, and/or expenses, for or by reason of any actual or alleged infringement of any third party's patent and/or copyright and/or any actual or alleged unauthorized trade secret disclosure arising from and/or related to the operation and/or utilization of Contractor's work under this Contract. County shall inform Contractor as soon as

practicable of any claim or action alleging such infringement or unauthorized disclosure and shall cooperate with Contractor's defense thereof.

9.3.2 In the event any equipment, part thereof, or software product that has been supplied under this Contract becomes the subject of any dispute, demand, claim, complaint, action, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of potential damages, Contractor at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- A. Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- B. Replace the questioned equipment, part, or software product with a non-questioned item; or
- C. Modify the questioned equipment, part, or software product so that it is free of claims.

9.3.3 Contractor shall have no liability for the alleged infringement or unauthorized disclosure to the extent that such is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 CERTAIN COUNTY REMEDIES

Contractor shall immediately provide to County substitute qualified personnel at no charge within three (3) working days if, as determined in the sole judgment of County's Project Director, either:

- A. At any time after the award of this Contract, Contractor personnel, for any reason, including, but not limited to, resignation, fail to perform under this Contract, or
- B. At any time during performance of the Contract, Contractor personnel perform unsatisfactorily, and Contractor fails to cure to the satisfaction of County's Project Director within five (5) working days of receipt of written or oral notice from County's Project Director of the specific nature of the problem.

The remedies set forth in this Subparagraph 9.4 are provided for County's benefit and use only, and are non-exclusive and cumulative.

9.5 WARRANTIES

9.5.1 Contractor warrants the quality of its work and shall promptly correct any and all defects, errors, and/or omissions in the tasks, deliverables, services, and other work provided pursuant to this Contract. The correction of all such defects, errors, and/or omissions shall be at no cost to County.

9.5.2 Contractor further warrants that:

- A. Contractor shall strictly comply with the specifications, requirements, standards, and representations set forth in this Contract.
- B. All tasks, deliverables, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel.
- C. All tasks, deliverables, services, and other work shall be complete, uniform in appearance, and in accordance with generally applicable standards in the industry.
- D. Any software or data analysis used by Contractor shall be available to County during the term of this Contract and for a period of five (5) years thereafter, provided that this warranty shall only apply to software or data analysis owned by or under the control of Contractor.

9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 SURVIVAL

The following provisions of this Contract shall survive its expiration and/or termination for any reason(s):

- 1.0 Applicable Documents
- 2.0 Definitions
- 4.1 Term of Contract (second paragraph only)
- 5.4 No Payment for Services Provided Following Expiration/Termination of Contract
- 7.5 Confidentiality
- 8.2 Authorization Warranty
- 8.3 Budget Reductions
- 8.4 Change Notices and Amendments
- 8.5 Compliance with Applicable Law
- 8.8 Conflict of Interest
- 8.9 Consideration of Hiring County Employees Targeted for Layoff/or Re-employment List
- 8.17 Damage to County Facilities, Buildings, and Grounds
- 8.18 Employment Eligibility Verification
- 8.20 Fair Labor Standards
- 8.21 Governing Law, Jurisdiction, and Venue
- 8.22 Independent Contractor Status
- 8.23 Indemnification
- 8.24 General Insurance Requirements
- 8.25 Captions and Paragraph Headings
- 8.27 Nondiscrimination and Affirmative Action
- 8.30 Notice of Disputes
- 8.33 Notices
- 8.34 Prohibition Against Inducement or Persuasion
- 8.36 Public Records Act
- 8.38 Record Retention and Inspection/Audit Settlement
- 8.41 Subcontracting
- 8.44 Termination for Convenience
- 8.45 Termination for Default
- 8.46 Termination for Improper Consideration
- 8.47 Termination for Insolvency
- 8.51 Waiver
- 8.52 Warranty Against Contingency Fees
- 9.1 Contractor's Obligations as a "Business Associate" Under Health Insurance Portability & Accountability Act (HIPAA)
- 9.2 Ownership of Materials, Software and Copyright
- 9.3 Patent, Copyright & Trade Secret Indemnification
- 9.5 Warranties
- 9.7 Survival

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FOX SYSTEMS, INC.
FOR
CONSULTING SERVICES FOR
LOS ANGELES ELIGIBILITY, AUTOMATED DETERMINATION EVALUATION,
AND REPORTING (LEADER) SYSTEM REPROCUREMENT**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Chair, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and Contractor has caused this Contract to be signed by its duly authorized officer, on the day, month, and year first above written.

FOX Systems, Inc.

COUNTY OF LOS ANGELES

BY 

BY _____
Chair, Board of Supervisors

Desh Ahuja
Name

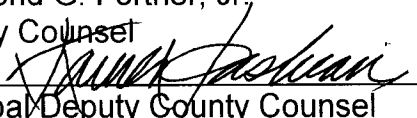
Executive Vice President
Title

ATTEST:

VIOLET VARONA -LUKENS, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

BY _____
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel
BY 
Principal Deputy County Counsel

Draft #13 09-21-05

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBITS

September 22, 2005

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

***EXHIBIT A
(STATEMENT OF WORK)***

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT A (STATEMENT OF WORK)

Table of Contents

I.	PREAMBLE	1
II.	OBJECTIVE	4
III.	BACKGROUND.....	5
IV.	LEADER SYSTEM REPROCUREMENT PROCESS	5
V.	SCOPE AND DUTIES	6
VI.	CONTRACTOR’S REQUIREMENTS	7
VII.	ADMINISTRATION AND OTHER RESPONSIBILITIES	7
VIII.	CONTRACT ACCOUNTABILITY - DPSS.....	8
IX.	TASKS AND DELIVERABLES.....	8
X.	MINIMUM REQUIREMENTS	26
XI.	EQUIPMENT	28
XII.	CONTRACT ADMINISTRATION REGARDING DELIVERABLES 3-12	28
XIII.	INVOICES AND PAYMENTS.....	28
XIV.	SCHEDULE OF DELIVERABLES.....	30

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

I. PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

practices while also protecting the privacy rights of families.

- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

II. OBJECTIVE

The objective of this Statement of Work (SOW) is to delineate the consultant services to be provided by Contractor under this Contract to assist the Department of Public Social Services (DPSS) in the reprocurement of the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) System, developed and currently managed by Unisys Corporation (Unisys). Examples of assistance include, but are not limited to, developing reprocurement documents, collaborating with DPSS in writing sections of reprocurement documents, attending and participating in reprocurement strategy meetings, assisting in the documentation of evaluation consensus meetings, participating in vendor contract negotiations, and developing contract documents.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Contractor shall assist DPSS with all phases of the reprocurement, including but not limited to, assisting in the development of a Request for Proposals (RFP), including a Sample Vendor Contract, an Implementation Advance Planning Document (IAPD), assisting in the conduct of the mandatory proposers' conference, assisting with the development of evaluation materials, assisting with the evaluation of proposals, supporting the evaluation consensus meetings, assisting with the development and compilation of the final selection report, participating in Vendor Contract negotiations, providing support for the preparation of the Vendor Contract, and other specified tasks.

III. BACKGROUND

In May 1994, DPSS released a RFP to solicit proposals from qualified vendors to design, develop, pilot, implement, operate, and maintain the LEADER System as specified in the original RFP. Unisys was selected as the primary contractor to develop and provide ongoing operations and telecommunications services for the LEADER System.

The LEADER Agreement with Unisys began in November 1995 and will continue through April 30, 2007. In January 1996, Unisys entered into a subcontract with Deloitte Consulting (DC) to provide LEADER System application software design, development, training and data conversion resources, and ongoing application software modifications and enhancements. In September 1998, Unisys entered into a subcontract with Xerox to provide document production and distribution services for the ongoing printing, mailing, and distribution of documents generated by the LEADER System. In November 2003, Unisys ended its subcontract with DC and assumed responsibility for the ongoing LEADER System application software modifications and enhancements.

In preparation for the expiration of the LEADER Agreement, DPSS acquired the services of an independent consulting firm to complete an Alternatives Analysis (AA). This analysis may assist in making an informed decision on how to proceed with the LEADER System reprocurement. The AA will be provided to Contractor.

An overview of the LEADER System is set forth in Exhibit N (LEADER System Overview).

IV. LEADER SYSTEM REPROCUREMENT PROCESS

The LEADER System reprocurement will result in a major Vendor Contract. The reprocurement process, including, but not limited to, release of the RFP and publication of the results of vendor evaluation, vendor selection, vendor negotiations and the Vendor Contract, will be under a great deal of scrutiny by the County Board of Supervisors, State of California, the Federal government, the vendor community and the general public.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

V. SCOPE AND DUTIES

Contractor shall provide consulting services to assist DPSS in LEADER System reprocurement activities, including, but not limited to:

1. Developing a Project Plan;
2. Providing ongoing project management for vendor Tasks and Deliverables.
3. Providing support in developing an RFP, including, but not limited, to a Sample Vendor Contract;
4. Providing support in developing an Implementation Advance Planning Document (IAPD);
5. Preparing a vendor proposal Evaluation Manual Package and providing support for the County Counsel and Auditor-Controller in the RFP and Evaluation Manual Package review process;
6. Providing assistance to DPSS staff during the preparation for the vendor proposal evaluation process;
7. Participating in the Proposers' Conference;
8. Providing support in the evaluation of vendor proposals, oral presentations, demonstrations and site visits;
9. Providing support in the vendor selection and development and compilation of a final vendor selection report;
10. Assisting DPSS with vendor negotiations;
11. Developing a Risk Mitigation Plan for the selected vendor;
12. Providing support to DPSS staff with writing the Vendor Contract;
13. Supporting DPSS in obtaining State and Federal approval for the Vendor Contract. The Vendor Contract shall also be subject to approval by the County Board of Supervisors; and,
14. Assisting County, as needed, to develop a LEADER System vendor selection summation document for the County Board of Supervisors.

Contractor should be aware that there may be periods of inactivity, such as the time that the RFP and Vendor Contract are being reviewed and approved by various entities, such as County, State and Federal governments.

Contractor shall develop a detailed Project Plan for accomplishing all of the Tasks and Deliverables identified in this SOW, indicating levels of effort and schedules required to effectively accomplish all Tasks and Deliverables and milestones for the project. Contractor shall provide weekly status reports indicating the progress of Tasks and

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Deliverables, and specifically address any elements of the Project Plan that differ from the original schedule.

DPSS staff and Contractor staff shall work as a team to focus in writing the requirements for and developing the new LEADER System RFP, including all related documents. Contractor shall provide expertise not generally available within DPSS resources. The RFP and related documents will be developed during State Fiscal Year (SFY) 2005/2006 to meet the target LEADER System RFP release date of April 2006. LEADER System vendor selection, contract negotiation and preparation, and related approval activities will occur subsequently, with a goal of obtaining final LEADER System Vendor Contract approval from the County Board of Supervisors and the State and Federal governments by June 2007.

VI. CONTRACTOR'S REQUIREMENTS

Contractor will work at the LEADER System Reprocurement Project Office, located at 3400 Aerojet Avenue, El Monte, California 91731, or another location as determined by County. Travel to various locations within the County will be required. Additionally, out of County travel will also be necessary to evaluate other California welfare systems. Number of out of County trips is estimated to be at least, but not limited to, four (4) during the term of this Statement of Work. DPSS will not compensate for any items, including, but not limited to, living, travel or parking expenses. For equipment requirements, refer to EQUIPMENT.

VII. ADMINISTRATION AND OTHER RESPONSIBILITIES

Contractor shall report administratively to, and work directly for, DPSS to complete the project's specific Tasks and Deliverables. Deliverables shall not be considered complete and accepted until approved in writing by County's Project Director.

Contractor shall be totally responsible for providing all of the Deliverables associated with the Statement of Work based on the Project Plan. Contractor's Project Manager shall be responsible for managing and reporting progress of the daily activities of the project. Contractor's Project Manager shall inform County's Project Director of any risk and/or problem in meeting the Project Plan due dates and recommend a resolution. Any disputes regarding deviations from the Project Plan shall be resolved between County's Project Director and Contractor's Project Manager.

Contractor's Project Manager shall be responsible for accurately recording all Contractor staff hours worked on each Deliverable. Contractor's hourly recording documents shall be audited by County.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

VIII. CONTRACT ACCOUNTABILITY - DPSS

County's Project Director:

Julio Ortega, Project Director
LEADER Reprocurement Project
3400 Aerojet Avenue
El Monte, CA 91731

County's Project Director approves all work performed by Contractor and all invoices submitted by Contractor as related to this Contract.

County's Project Manager:

Clifford Hutson, Project Manager
LEADER Reprocurement Project
3400 Aerojet Avenue
El Monte, CA 91731

County's Project Manager is responsible for the daily activities as related to this Contract.

IX. TASKS AND DELIVERABLES

Under the direction of County's Project Director, Contractor shall be required to perform the Tasks and Deliverables, set forth herein. Contractor shall submit each final Deliverable to DPSS in a hard cover 8 ½ by 11-inch three-ring binder, single sided sheets, and 12-point font size, with separate partitioned sections as required. Contractor shall submit one (1) original and nine (9) copies of each final Deliverable and provide electronic copy either by e-mail or CD-ROM in Microsoft Word 2000 version or the current version in use by DPSS.

Contractor shall submit one (1) original and five (5) copies of each initial draft Deliverable for County review and comment. Each initial draft and each subsequent draft shall be numbered and dated beginning with Draft # 1. Unless otherwise stated, Contractor shall make County-requested revisions and submit the next numbered and dated draft within two (2) working days after receipt of County comments. Contractor shall submit one (1) original and five (5) copies of subsequent drafts and shall clearly identify any changes to the prior draft, using County designated software to compare documents and identify changes. Initial draft Deliverables and subsequent drafts do not have to be assembled in three-ring binders.

The target dates noted for each Deliverable are variable and may be sooner than stated or later than stated, if approved in writing by County's Project Director.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Task 1 - Project Plan

- A. Contractor shall develop a detailed Project Plan, using Microsoft Project, outlining the project management, team structure, defining all Task objectives to be completed, the resources required to complete each Task, the estimated time for each Task, and key milestones. Preparation of the Project Plan and related activities shall include, but not be limited to:
1. Clearly identifying those Tasks and Deliverables that require DPSS, other County departments, and Unisys participation, and identifying in detail, the obligations of DPSS, other County departments, and Unisys with respect to each such Task and Deliverable.
 2. Defining the roles and responsibility of Contractor's Project Manager and each Contractor project team member. This should include an estimated schedule for each team member, i.e., part-time, full-time or as-needed.
 3. Providing the name and telephone number of Contractor's Project Manager and designee who must be accessible to County Project personnel during DPSS working hours (normally 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, excluding County holidays).
 4. Identifying the key contact personnel with whom DPSS will require frequent and timely contact. This should include having Contractor's Project Manager on-site at the LEADER System Reprocurement Project Office full-time.
 5. Conducting project-planning meetings with DPSS key stakeholders (e.g., DPSS Eligibility Systems Division/Information Technology Division, LEADER System Line Operations, Internal Services Department (ISD), etc.).
 6. Amending the initial Project Plan, if necessary, and as agreed in writing by County's Project Director and Contractor's Project Manager.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Task 1 - Deliverable

A. Contractor shall deliver to DPSS:

1. A comprehensive Project Plan using Microsoft Project software, including but not limited to, an outline of the project structure and Schedule, specific Tasks and Deliverables, Task objectives, and Task and Deliverable progress measurement criteria. A clear identification is needed of those Tasks and Deliverables that require participation of DPSS, other County departments, Unisys and/or any other organization, and identification in detail, of the obligations of DPSS, other County departments, Unisys, and/or any other organization with respect to each such Task and Deliverable.
2. Documentation of the roles and responsibilities of Contractor's Project Manager and each Contractor project team member in order to enable DPSS to establish appropriate internal authority structures. This should include an estimated schedule for each team member, i.e., part-time, full-time or as-needed.
3. The name and telephone number of Contractor's Project Manager and designee who must be accessible to County Project personnel during DPSS working hours (normally 8:00 a.m. to 5:00 p.m., Pacific time, Monday through Friday, excluding County holidays).
4. Identification of the key contact personnel with whom DPSS will require frequent and timely contact. This shall include Contractor's Project Manager and a Contractor staff member who will be located on-site at the LEADER System Reprocurement Project Office full-time.
5. Minutes of project-planning meetings with DPSS key stakeholders (e.g., DPSS Eligibility Systems Division/Information Technology Division, LEADER System Line Operations, ISD, County Counsel, etc.).
6. Contractor shall provide the approved amended initial Project Plan, if necessary, and as agreed in writing by County's Project Director and Contractor's Project Manager.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

- B. Portions 1, 2, 3, and 4 of Task 1 Deliverable (see Task 1 – Deliverable, A (1, 2, 3, 4) portions of Deliverable 1) shall be due to County's Project Director thirty (30) days after Project start-up. Portions 5 and 6 of Task 1 Deliverable (see Task 1 – Deliverable, A (5,6) portions of Deliverable 1) shall be due to County's Project Director after thirty (30) days after Project start-up, as determined by County's Project Director.

Task 2 - Provide Ongoing Project Management

- A. Contractor shall provide ongoing project management. Ongoing Project

Management includes, but is not limited to:

1. Providing weekly status reports (written and electronic) to County's Project Director identifying progress against the Project Plan by Task, Schedule, and Deliverable and identifying all risks and recommendations to mitigate those risks.
2. Addressing the resolution of any deviations from the initial Project Plan.
3. Attending bi-weekly meetings with County's Project Manager and representatives from the State's HHSDC. (NOTE: State representatives may participate in these meetings either in person or by telephone conference call.)
4. Processing and maintaining all project Deliverables, status reports and records. Ensuring that all Deliverables, including weekly status reports, have undergone technical editing and quality assurance reviews prior to delivery to County's Project Director.
5. Assisting DPSS in the preparation of presentation materials and attending meetings, and making presentations to County executive staff as needed. Along with DPSS, meet with community groups to listen to the issues/problems DPSS staff and participants have with the current LEADER System.
6. Providing minutes (written and electronic) to County's Project Director of any meetings hosted or attended including action items, responsible parties and estimated due dates.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Task 2 - Deliverable

A. Contractor shall deliver to DPSS:

1. Weekly written and electronic status reports in a format mutually agreed upon, including, but not limited to, mitigation strategies to resolve progress deficiencies.
2. Written and electronic minutes of all meetings attended by Contractor.

B. Task 2 Deliverable shall be due to County's Project Director as follows:

1. Weekly status reports shall be delivered every Tuesday.
2. Minutes shall be delivered within three (3) working days following the day of each meeting attended by Contractor.

Task 3 - Development of RFP, Implementation Advanced Planning Document (IAPD), and Sample Vendor Contract

A. Contractor shall provide as-needed consulting services to DPSS for assistance in the development of various documents. The IAPD will require Contractor assistance up to a maximum of 768 hours, the RFP, not including the Sample Vendor Contract, up to a maximum of 3,072 hours, and the Sample Vendor Contract up to a maximum of 576 hours. It is anticipated that daily meetings during several months will be required to finalize these documents. These are critical steps to ensure that the RFP clearly conveys DPSS requirements. Contractor shall assist in the development and completion of the RFP, Sample Vendor Contract, and IAPD, including, but not limited to:

1. Providing support to DPSS in development of the Project Control Document Requirements to be set forth in a section of the RFP.
2. Analyzing Unisys' unsolicited proposal, including, but not limited to, risk assessment to County for accepting the proposal, cost comparison of estimated reprocurement bids from other vendors, benefits to County (tangible and intangible), and a revised timeline for future LEADER System reprocurement.
3. Providing support to DPSS in development of the Statement of Work (SOW) to be set forth in a section of the RFP.
4. Providing support to DPSS in development of the Technical/Performance

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Requirements to be set forth in a section of the RFP.

5. Providing support to DPSS in development of the Sample Vendor Contract to be set forth in a section of the RFP.
6. Providing support to DPSS in development of the Proposal Preparation Instructions to be set forth in a section of the RFP.
7. Providing support in development of a Costing Model for prospective vendors to submit costs associated with the LEADER System reprocurement, to be set forth in a section of the RFP. The Costing Model should provide ease in comparing vendor proposals to one another, ease in evaluating the reasonableness and accuracy of the proposed costs, and identification of key cost elements for detailed analysis.
8. Providing support to DPSS in the development of the Vendor Selection Criteria to be set forth in a section of the RFP.
9. Providing support to DPSS in the preparation of the IAPD approval request to the State of California.
10. Providing any additional RFP and IAPD packages preparation support requested by County's Project Director, including, but not limited to:

Conducting an analysis to determine whether the functionality in the DPSS Gain Employment Activity and Reporting System (GEARS) should be added to the RFP requirements for the new LEADER System. The analysis shall include, but is not limited to: technical feasibility, impact on LEADER System costs and schedule and impact on DPSS program and local office operations.
11. Providing drafts of the IAPD and all sections of the RFP to DPSS, including, but not limited to, the Technical/Performance Requirements, Costing Model, Sample Vendor Contract, and the Vendor Selection Criteria sections of the RFP package, for review and comment.
12. Providing comments to DPSS on any portions of the IAPD and RFP packages prepared by DPSS or persons designated by DPSS.
13. Incorporating all comments provided by DPSS, and other persons designated by DPSS, regarding Contractor-prepared RFP materials into the RFP package before final delivery of the RFP package to DPSS. Comments will be received from DPSS Chief Deputy and DPSS Director, various divisions of DPSS, County Chief Information Officer (CIO), County Counsel and outside counsel, ISD, the Chief Administrative Office (CAO), and possibly other County entities. This Task may require several months to receive and incorporate all comments into the RFP package.
14. Incorporating all comments provided by DPSS, and other persons designated by DPSS, regarding Contractor-prepared IAPD materials into the IAPD package before final delivery of the IAPD package to DPSS. Comments will

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

be received from DPSS Chief Deputy and DPSS Director, various divisions of DPSS, CIO, County Counsel and outside counsel, ISD, the CAO, and possibly other County entities. This Task may require several months to receive and incorporate all comments into the draft IAPD package.

- B. Contractor shall retain all draft versions of the RFP and IAPD sections and packages in both electronic and hard copy formats. Each draft RFP and draft IAPD shall be numbered and dated beginning with Draft #1 and shall be available for comparison against the most recent draft or final draft at any time during this process. Contractor shall use County designated software to document changes from one draft to another. Upon receipt of County review comments of each draft, Contractor shall make modifications and provide the next numbered and dated draft to County within two (2) working days.

Task 3 - Deliverable

- A. Contractor shall deliver to DPSS:

1. Drafts of the IAPD package and a final draft IAPD package.
2. An analysis to determine whether the functionality in the DPSS Gain Employment Activity and Reporting System (GEARS) should be added to the RFP requirements for the new LEADER System. The analysis shall include, but is not limited to: technical feasibility, impact on LEADER System costs and schedule and impact on DPSS program and local office operations.
3. An analysis of the Unisys' unsolicited proposal, including, but not limited to, risk assessment to County for accepting the proposal, cost comparison of estimated reprocurement bids from other vendors, benefits to County (tangible and intangible), and a revised timeline for future LEADER System reprocurement.
4. A final IAPD package, incorporating all DPSS and other comments as approved by County's Project Director.
5. Drafts of the RFP package and a final draft RFP package.
6. A final RFP package, incorporating all DPSS and other comments (including, but not limited to, comments and recommendations of County Counsel, outside counsel, CIO, CAO, ISD and Auditor-Controller, provided under Task 4), as approved by County's Project Director.
7. Formal written response to all DPSS and all other comments (including, but not limited to, those of County Counsel, outside counsel, CIO, CAO, ISD, and Auditor-Controller) to drafts or final Deliverables.

- B. The final Task 3 Deliverable shall be due to County's Project Director by February 17, 2006, or as otherwise determined by County's Project Director.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Portion 2 of Task 3 Deliverable (see Task 3 - Deliverable, A (2) portion of Deliverable 3) shall be due to County's Project Director sixty (60) days after Project start-up.

Portion 3 of Task 3 Deliverable (see Task 3 – Deliverable A (3) portion of Deliverable 3) shall be due to County's Project Director thirty (30) days after Project start-up.

Initial drafts of RFP and IAPD sections, as determined by County's Project Director, shall be provided within two weeks of Task 3 start, and on a flow basis thereafter.

Final drafts of the RFP and IAPD packages, to be reviewed by, including, but not limited to, County Counsel, outside counsel, CIO, CAO, ISD and Auditor-Controller, shall be due thirty (30) days prior to February 17, 2006, or as otherwise determined by County's Project Director.

Formal written response to all DPSS and all other comments (including, but not limited to, those of County Counsel, outside counsel, CIO, CAO, ISD and Auditor-Controller) to all drafts of the RFP and IAPD shall be due two (2) working days after receipt.

Work-in-progress drafts of any portion of Task 3 Deliverable may be requested by County's Project Director at any time.

Task 4 - Provide Support for the County Counsel and Auditor-Controller in the RFP and Draft Evaluation Manual Review Process

Contractor shall provide as-needed consulting services to DPSS (up to a maximum of 960 hours) in support of the final RFP review process with County Counsel and outside counsel, and the evaluation review process with the Auditor-Controller.

- A. Support for County Counsel and outside counsel review process shall be provided as follows:
1. Providing and distributing the final draft RFP package (see Task 3 – Deliverable, A (3) portion of Deliverable 3) to County Counsel and outside counsel for review and comment.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

2. Based upon comments and recommendations from County Counsel and outside counsel, revise and update the RFP and provide a clean copy of the next numbered draft RFP and comparison documents to County Counsel and outside counsel. Each subsequent RFP revision and update shall be compared to the previous draft reviewed by County Counsel and outside counsel. Numerous drafts shall be anticipated. The document size is projected to be at least 2,000 pages. Contractor shall use County designated software to document changes from one draft to another.
- B. Support for the Auditor-Controller review process shall be provided as follows:
1. Assisting DPSS in developing the proposal evaluation strategy and tools, and attending required meetings to finalize the evaluation strategy and tools.
 2. Preparing a draft Evaluation Manual Package including, but not limited to, an overview of the evaluation methodology, evaluation tools and training materials, for Auditor-Controller review and comment.
 3. Conducting evaluation strategy meetings with the Auditor-Controller to review the draft Evaluation Manual Package.
 4. Incorporating comments and recommendations from the Auditor-Controller into the draft Evaluation Manual Package.

Task 4 - Deliverable

- A. Contractor shall deliver to DPSS:
1. Drafts of the RFP package as needed, including clean copies and comparison copies (made using software approved by County), for County Counsel and outside counsel review and comment.
 2. Materials for Auditor-Controller review session.
 3. Final draft Evaluation Manual Package.
- B. Task 4 Deliverable shall be due to County's Project Director by February 17, 2006, or as otherwise determined by County's Project Director. Work-in-progress drafts any portion of Task 4 Deliverable may be requested by County's Project Director at any time.

Task 5 - Proposers' Conference

Contractor shall provide as-needed consulting services to DPSS (up to a maximum of 96 hours) in support of the Proposers' Conference.

- A. Upon release of the LEADER System RFP, Contractor shall provide support for the Proposers' Conference, including, but not limited to:

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

1. Attending and providing technical support to DPSS for the LEADER System RFP Proposers' Conference.
2. Assisting DPSS in documenting prospective vendors' questions.
3. Assisting DPSS in preparing answers to technical questions submitted by prospective vendors.

Task 5 – Deliverable

- A. Contractor shall produce the following Deliverable as a result of complying with the Proposers' Conference requirements of this SOW:
1. Written notes of prospective vendors' questions expressed during the Proposers' Conference.
 2. Written answers to technical questions submitted by prospective vendors, in a format designated by DPSS.
- B. Task 5 Deliverable shall be due to County's Project Director by May 8, 2006, or as otherwise determined by County's Project Director. Work-in-progress drafts of any portion of Task 5 Deliverable may be requested by County's Project Director at any time.

Task 6- Preparation for Proposal Evaluation

Contractor shall provide as-needed consulting services to DPSS (up to a maximum of 1,056 hours) to assist in the preparation for the evaluation of vendor proposals.

- A. Contractor shall support the Preparation for Proposal Evaluation, including, but not limited to:
1. Assisting DPSS in finalizing the proposal evaluation strategy and tools, and attending required meetings to finalize the evaluation strategy and tools.
 2. Providing the final Evaluation Manual Package, based on the final draft Evaluation Manual Package prepared in Deliverable 4, for use during vendor evaluations, including, but not limited to an overview of the evaluation methodology, evaluation tools, and training materials.
 3. Conducting evaluation training for the evaluation team and reference check team, including RFP review and highlights meetings, as required, for the

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

evaluation team, and reference check process meetings, as required, for the reference check team.

4. Developing three (3) high level proposal scenarios for mock evaluations to validate the scoring criteria, facilitating required evaluation meetings for each high level proposal scenario to review DPSS scoring methodology to reach a scoring consensus, documenting results of the mock evaluation meetings, and providing a spreadsheet to illustrate scoring results, and providing sample recommendations for each scoring result.

Task 6 - Deliverable

A. Contractor shall deliver to DPSS:

1. A final Evaluation Manual Package, including, but not limited to, an overview of the evaluation methodology, evaluation tools and training materials.
2. Three (3) high-level proposal scenarios for a mock evaluation.
3. Delivery of required training meetings to approximately ten (10) evaluation team members and five (5) reference check team members.
4. Conduct of required mock evaluation meetings to review three (3) high-level proposal scenarios.
5. A spreadsheet with scoring outcomes of the mock evaluations.
6. A written documentation of the mock evaluation session results, including, but not limited to, an analysis of the scoring methodology.

- B. Task 6 Deliverable shall be submitted to County's Project Director by July 10, 2006, or as otherwise determined by County's Project Director. Work-in-progress drafts of any portion of Task 6 Deliverable may be requested by County's Project Director at any time.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Task 7 - Evaluation of Vendor Proposals

Contractor shall provide as-needed consulting services to DPSS (up to a maximum of 2,304 hours) in support of the evaluation of vendor proposals.

- A. Contractor shall support the Evaluation of Vendor Proposals, including, but not limited to:
1. Conducting a high-level review of up to five (5) vendor proposals, and preparing a list of discussion items in preparation for the evaluation team consensus meetings.
 2. Designing, developing, and operating an Evaluation Scoring Database for compiling individual evaluation team members' evaluation scores for up to five (5) vendors, identifying key items to be discussed during evaluation consensus meetings, and recording final evaluation scoring.
 3. Providing support to DPSS in conducting a series of evaluation team consensus meetings for each proposal reviewed, including, but not limited to, expertise in reviewing technical sections of the proposals.
 4. Updating evaluation results documentation, as defined in the Evaluation Manual Package.
 5. Participating with DPSS in a series of cost proposal review meetings, identifying discussion items, and providing support to DPSS in documenting cost proposal review summaries, as defined in the Evaluation Manual Package.
 6. Compiling the evaluation team's individual scores using the Evaluation Scoring Database, reviewing differences between scores, and facilitating any required additional consensus meetings.
 7. Providing support to DPSS in compiling and documenting the final results of the proposal evaluation and cost review meetings, as defined in the Evaluation Manual Package.
 8. Providing a Risk Analysis of each proposal, including, but not limited to, determining the relative risks (e.g., risk of failure of implementation, risk of delay, risk of cost overrun, etc.) to County (high, medium or low) in implementing the vendor proposal, including reasons for the risk rating.
 9. Attending meetings with DPSS executives to discuss the final proposal evaluation and cost review results, as requested by DPSS.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Task 7 - Deliverable

A. Contractor shall deliver to DPSS:

1. A list of proposal discussion items for the review of up to five (5) vendor proposals.
2. An Evaluation Scoring Database.
3. Documents for use by the evaluation team in consensus review meetings. Attendance at a series of evaluation team consensus meetings for up to five (5) proposals reviewed.
4. Written evaluations of the technical sections of the proposals.
5. Updated evaluation results documentation, as defined in the Evaluation Manual Package.
6. Attendance at cost proposal review meetings, documentation of discussion items, and cost proposal review summaries, as defined in the Evaluation Manual Package.
7. Compilation of the evaluation team's individual scores using the Evaluation Scoring Database and documentation of differences between scores.
8. A Risk Analysis of each proposal.
9. As requested by County, compilation and documentation of the final results of the proposal evaluation and cost review meetings, as defined in the Evaluation Manual Package.
10. Minutes from meetings with DPSS executives to discuss the final proposal evaluation and cost review results.

- B. Task 7 Deliverable shall be submitted to County's Project Director by November 10, 2006, or as otherwise determined by County's Project Director. Work-in-progress drafts of any portion of Task 7 Deliverable may be requested by County's Project Director at any time.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Task 8 - Vendor Oral Presentations, Demonstrations, and Site Visits

Contractor shall provide as-needed consulting services to DPSS (up to a maximum of 768 hours) to assist in the evaluation of Oral Presentations, Demonstrations, and Site Visits.

- A. Contractor shall support the Vendor Oral Presentations, Demonstrations, and Site Visits, including, but not limited to:
1. Developing scripts for use by vendors during vendors' Oral Presentations/Clarification Interviews.
 2. Attending up to five (5) 4-hour vendors' Oral Presentation/Clarification Interviews.
 3. Preparing scoring sheets for the Oral Presentation/Clarification Interviews.
 4. Providing support to DPSS in conducting up to five (5) vendor Oral Presentation/Clarification consensus meetings.
 5. Developing scripts for use by the evaluation team during Vendor Demonstrations.
 6. Attending up to five (5) 4-hour Vendor Demonstration meetings.
 7. Preparing scoring sheets for the Vendor Demonstration meetings and Site Visits.
 8. Providing support to County in conducting up to five (5) Vendor Demonstration consensus meetings.

Task 8 - Deliverable

- A. Contractor shall deliver to DPSS:
1. Scripts for use by vendors during vendors' Oral Presentations/Clarification Interviews.
 2. Attendance at up to five (5) 4-hour vendors' Oral Presentation/Clarification Interviews.
 3. Scoring sheets for the Oral Presentation/Clarification Interviews.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

4. Conduct of up to five (5) vendor Oral Presentation/Clarification consensus meetings.
 5. Scripts for use by the evaluation team during Vendor Demonstrations.
 6. Attendance at up to five (5) 4-hour Vendor Demonstration meetings.
 7. Scoring sheets for the Vendor Demonstration meetings and Site Visits.
 8. Providing support to County in conducting up to five (5) Vendor Demonstration consensus meetings.
 9. Documentation to record results of all Task 8 consensus meetings.
- B. Task 8 Deliverable shall be submitted to County's Project Director by October 13, 2006, or as otherwise determined by County's Project Director. Work-in-progress drafts of any portion of Task 8 Deliverable may be requested by County's Project Director at any time.

Task 9 - Vendor Selection

Contractor shall provide as-needed consulting services to DPSS (up to a maximum of 760 hours) in support of Vendor Selection.

- A. Contractor shall support the Vendor Selection, including but not limited to:
1. Compiling an individual detailed report, for up to five (5) proposals evaluated, detailing all consensus scoring results.
 2. Compiling a combined Vendor Selection Report and Vendor Selection Matrix that illustrate the results of up to five (5) vendor proposals' corporate, management, technical, and cost scores, including, but not limited to:
 - a. Vendor ranking.
 - b. Summary of vendor scores.
 - c. Cost comparisons.
 - d. A Risk Analysis of each proposal, including, but not limited to, determining the relative risks (e.g., risk of failure, risk of delay of implementation, risk of cost overrun, etc.) to County (high, medium or low) in implementing the

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

vendor proposal, including reasons for the risk rating.

- e. Recommendations.
- 3. Assisting DPSS in preparing vendor selection and funding approval documents for submission to the State.
- 4. Assisting County, as needed, to develop a LEADER System vendor selection summation document for the County Board of Supervisors
- 5. Participating in vendor selection presentations to County executives, including, but not limited to, DPSS Executive Staff, County Chief Information Office, and County Chief Administrative Office.

Task 9 - Deliverable

A. Contractor shall deliver to DPSS:

- 1. For up to five (5) proposals evaluated, individual reports calculating all consensus scoring results.
- 2. A combined Vendor Selection Report and Vendor Selection Matrix that illustrates the results of up to five (5) vendor proposals' corporate, management, technical and cost scores, including, but not limited to:
 - a. Vendor ranking.
 - b. Summary of vendor scores.
 - c. Cost comparisons.
 - d. A Risk Analysis as described above.
 - e. Recommendations.
- 3. Vendor selection and funding approval documents, as requested by DPSS, for use in a State funding approval request.
- 4. A LEADER System vendor selection summation document for the County Board of Supervisors
- 5. Vendor Selection Report and Vendor Selection Matrix summaries to be

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

used for County executive presentations, including, but not limited to, DPSS Executive Staff, CIO, and County CAO.

- B. Task 9 Deliverable shall be completed and submitted to County's Project Director by November 10, 2006, or as otherwise determined by County's Project Director. Work-in-progress drafts of any portion of Task 9 Deliverable may be requested by County's Project Director at any time.

Task 10 - Risk Mitigation Plan

Contractor shall complete an independent assessment of the selected proposal and develop a Risk Mitigation Plan for potential risks identified during the evaluation of vendor proposals. Contractor shall provide as-needed consulting services to DPSS (up to a maximum of 192 hours) in support of the Risk Mitigation Plan.

- A. If Unisys is not the selected vendor, Contractor shall complete a Risk Mitigation Plan for the migration of the LEADER System to the selected vendor's system, including, but not limited to:
1. Evaluation of Unisys' LEADER System transfer plan (i.e., Turnover/Transition Plan - Sub-Deliverable 6.7) of the current LEADER Agreement.
 2. Risk mitigation for all potential problems during the LEADER System transfer.
- B. If Unisys is the selected vendor, Contractor shall complete a Risk Mitigation Plan for the implementation of all provisions in the Unisys proposal in response to the LEADER System RFP.

Task 10 - Deliverable

- A. Contractor shall deliver a Risk Mitigation Plan as detailed in Task 10 above.
- B. Task 10 Deliverable shall be due to County's Project Director nine (9) working days after vendor selection. Work-in-progress drafts of any portion of Task 10 Deliverable may be requested by County's Project Director at any time.

Task 11 - Vendor Negotiations and Vendor Contract Preparation

Contractor shall provide as-needed consulting services to DPSS (up to a maximum of 1,152 hours) to support negotiations between the vendor and County and Vendor Contract preparation.

- A. Contractor shall assist DPSS with vendor negotiations and Vendor Contract preparation, including but not limited to:

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

1. Attending meetings of the selected vendor, DPSS, County Counsel, outside counsel and any other entity as designated by County.
2. Assisting DPSS in preparation and negotiation of contract terms and conditions to be included in the Vendor Contract.
3. Advising County's Project Director and DPSS executives of any strategies and concerns to facilitate vendor negotiations.
4. Proposing and drafting Vendor Contract provisions for submission to County Counsel, outside counsel and the DPSS Contract Management Division staff, which will write the Vendor Contract document.

Task 11 - Deliverable

A. Contractor shall deliver to DPSS:

1. Minutes of all vendor negotiation meetings.
2. Provide written strategies and concerns to facilitate vendor negotiations.
3. Provide written proposed provisions for inclusion in the Vendor Contract.

B. Task 11 Deliverable shall be delivered to County's Project Director by February 16, 2007, or as otherwise determined by County's Project Director. Work-in-progress drafts of any portion of Task 11 Deliverable may be requested by County's Project Director at any time.

Task 12 - Support Vendor Contract Approval Process

Contractor shall provide as-needed consulting services to DPSS (up to a maximum of 400 hours) to support County staff in obtaining County, State and Federal approvals of the Vendor Contract.

A. Contractor shall assist DPSS with the Vendor Contract approval process, including but not limited to:

1. Attending meetings between selected entities and DPSS.
2. Assisting DPSS in responding to questions and concerns about contract terms and conditions and the award of the Vendor Contract.
3. Advising County's Project Director of any strategies and concerns to facilitate approval of the Vendor Contract by State and Federal governments. The Vendor Contract shall also be subject to approval by County Board of Supervisors.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

4. Assist DPSS in addressing questions and concerns of the County Board of Supervisors and/or other County entities regarding the Vendor Contract.

Task 12 - Deliverable

- A. Contractor shall deliver to DPSS:
 1. Documentation in support of the Vendor Contract approval process as required by County.
- B. Task 12 Deliverable shall be delivered to County's Project Director by June 15, 2007, or as otherwise determined by County's Project Director.

X. MINIMUM REQUIREMENTS

1. Contractor's Project Manager

Contractor's Project Manager must meet all the following requirements:

- A. Possess effective English oral and written communication skills, which will be demonstrated at an interview.
- B. Have three (3) years experience, within the last five (5) years, in directing two (2) similar information technology system procurement projects, including, but not limited to, developing an RFP, including a Statement of Work, automated vendor evaluation and selection tools, conducting contract negotiations and writing a vendor contract, for a government agency having at least 1,000 system users and with at least thirty (30) geographically separate locations.
- C. Have successfully completed at least one information technology system project, including, but not limited to, development, testing, user acceptance, central and network hardware configuration and implementation, for a government agency having at least 1,000 system users with at least thirty (30) geographically separate locations, within the last five (5) years.
- D. Must have completed at least one development of a funding request document, such as the Implementation Advance Planning Document (IAPD) submitted by County to the State of California.
- E. Have made at least three (3) information technology system procurement status and summary presentations to senior level executives, senior managers, and high-level government officials, within the last year.
- F. Have completed two or more risk analysis, or risk mitigation studies, for a system having at least 1,000 system users with at least thirty (30) geographically separate locations, within the last five (5) years.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

2. Contractor's Project Team

Contractor's Project Team must meet the following requirements:

Each team member must meet at least one (1) of the requirements, in addition to requirement "A".

- A. All team members must have effective English oral and written communication skills, to be demonstrated in an interview.
- B. At least one team member must have two references, within the last three (3) years, working with the direct development of an RFP, including a Statement of Work for an information technology system procurement project, for a government agency having at least 1,000 system users and with at least thirty (30) geographically separate locations.
- C. At least one team member must have two (2) years experience in the last five (5) years in coordinating evaluation consensus meetings involving evaluation committees with at least ten (10) team members for an information technology system procurement project.
- D. At least two team members must have two (2) years direct experience in the last five (5) years participating in an information technology system project, including, but not limited to, requirements definition, development of programming specifications, coding, testing, integration, software and hardware configuration, network configuration and implementation, for a governmental agency having at least 1,000 users and with at least thirty (30) geographically separate locations.
- E. At least one team member must have two (2) years experience in the last seven (7) years writing Implementation Advance Planning Documents (IAPD) for State approval.
- F. At least one team member must have two (2) years experience in the last seven (7) years writing information technology vendor contracts.
- G. At least one team member must have completed one or more risk analysis/risk mitigation studies for a medium (at least 500 users, 15 geographically separate locations) to large-scale (at least 1,000 users, 30 geographically separate locations) system within the last five (5) years.
- H. At least one team member must have two (2) years experience in the last seven (7) years performing systems analysis tasks for a California government social services agency.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

XI. EQUIPMENT

Contractor shall provide laptop computers for their staff use during this project. Microsoft Office 2000 (or later version as approved in writing by County's Project Director) shall be installed at Contractor's expense. DPSS or Unisys-owned equipment/software may be provided to Contractor to perform the required work. This equipment is to be safeguarded by Contractor from theft and damage and used, exclusively, for County business. Upon completion or termination of this Contract, all equipment/software shall be immediately returned in working condition to County's Project Director or County's Project Manager. DPSS will not compensate Contractor for personal cellular phones, personal computers or laptops, and other personal electronic devices used in the performance of this Statement of Work.

XII. CONTRACT ADMINISTRATION REGARDING DELIVERABLES 3-12

The number of as-needed hours for Deliverables 3-12 shall be determined by Contractor's Project Manager and shall be subject to the written approval of County's Project Director. No work shall begin on a specific Deliverable or any portion of a Deliverable until this approval is obtained. Any subsequent deviation from the original determination regarding as-needed hours for each Deliverable shall require prior written approval of County's Project Director. However, in no event shall County pay for more than the specified Maximum Hours for Deliverables 3-12.

Although Exhibit B (Pricing Schedule) includes a Fixed Hourly Rate for Deliverables 3-12, payment for each such Deliverable will not be made until the particular Deliverable meets all acceptance criteria, as determined by County's Project Director, and is accepted. Deliverables will not be considered complete and accepted until approved in writing by County's Project Director. Regardless of the actual number of hours worked by Contractor, County shall not pay for more than the number of as-needed hours approved in writing by County's Project Director for each Deliverable. However, in no event, shall that payment amount exceed the applicable Maximum Price shown for Deliverables 3 -12 in Exhibit B (Pricing Schedule).

XIII. INVOICES AND PAYMENTS

Each Deliverable, or portion thereof for Deliverable 1, submitted, shall be accompanied by a transmittal letter that has been signed by Contractor's Project Manager. Such transmittal letters shall include a signature line for County's Project Director which, when signed, shall indicate County's acceptance of such Deliverable.

For each of Deliverables 2-12, Contractor shall submit one invoice upon completion and County's acceptance of the particular Deliverable. For Deliverable 1, Contractor shall submit one invoice (80% of Deliverable 1 Fixed Price) upon completion and County's acceptance of portions 1-4 of such Deliverable (see Task 1 – Deliverable, A (1-4)), and

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

a second invoice (20% of Deliverable 1 Fixed Price) upon completion and County's acceptance of all remaining portions of such Deliverable.

Each invoice shall, at a minimum, (1) identify the Task and Deliverable by name and number, (2) identify the Fixed Price for Deliverable 2, the portion of the Fixed Price (80% or 20%) for Deliverable 1, or the applicable Fixed Hourly Rate times the total number of hours worked by each person (up to the maximum number of as-needed hours approved in writing by County's Project Director for the particular Deliverable) for each of Deliverables 3-12, and (3) include a copy of the signed transmittal letter indicating County's acceptance.

County will withhold payment of fifteen percent (15%) of each invoice until County acceptance of all Deliverables of this Statement of Work.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

XIV. SCHEDULE OF DELIVERABLES

Deliverable	Start	Finish	Fixed Price	Maximum Hours
1. Project Plan 1. MS Project Plan 2. Contractor Team Responsibilities 3. Project Mgr. Name & Phone # 4. Key Contractor Contacts	10/18/2005	30 days after start	YES	
5. Minutes of Contractor/DPSS Meetings 6. Amended Project Plan as agreed		After 30 days after start, as determined by County's Project Director		
2. Ongoing Project Management 1. Weekly Status Reports 2. Minutes of all meetings	10/18/2005	06/15/2007	YES	
3. Development of RFP, Implementation Advanced Planning Document (IAPD), and Sample Vendor Contract 1. IAPD Draft & Final Draft IAPD Package 2. GEARS analysis 3. Unisys unsolicited proposal analysis 4. Final IAPD Package, comments incorporated 5. Drafts of RFP and Final Draft RFP Package 6. Final RFP Package incorporating all comments 7. Formal response on DPSS/other comments	10/18/2005 10/18/2005	02/17/2006 60 days after start 30 days after start Work-in-progress drafts may be requested by County's Project Director at any time.		IAPD 768 RFP 3,072 (excludes Sample Vendor Contract) Sample Vendor Contract – 576

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Deliverable	Start	Finish	Fixed Price	Maximum Hours
4. Provide Support for the County Counsel and Auditor Controller RFP and Draft Evaluation Manual Review Process	10/18/2005	02/17/2006		960
1. Multiple RFP clean and compare copies 2. Evaluation Manual materials for A-C review 3. Final draft Evaluation Manual Package		Work-in-progress drafts may be requested by County's Project Director at any time.		
5. Proposers' Conference	05/01/2006	05/08/2006		96
1. Written Notes of vendors' questions 2. Written answers to technical vendor questions		Work-in-progress drafts may be requested by County's Project Director at any time.		
6. Preparation for Proposal Evaluation	04/17/2006	07/10/2006		1,056
1. Final Evaluation Package 2. Three high level proposal scenarios 3. Training of Evaluation Team 4. Evaluation meetings of three mock proposals 5. Mock evaluations spreadsheet 6. Written evaluation of mock evaluations		Work-in-progress drafts may be requested by County's Project Director at any time.		
7. Evaluation of Vendors' Proposals	07/17/2006	11/10/2006		2,304
1. List of discussion items – 5 proposals 2. Evaluation Scoring Database 3. Scoring documents used in		Work-in-progress drafts may be requested by County's Project		

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Deliverable	Start	Finish	Fixed Price	Maximum Hours
<ul style="list-style-type: none"> consensus meetings 4. Written evaluation of proposal technical sections 5. Updated evaluation results documentation 6. Documentation of cost proposal meetings 7. Evaluation team score compilation 8. Risk Analysis of each proposal 9. Final compilation of all evaluations 10. Minutes of DPSS Executive meetings 		Director at any time.		
8. Vendor Oral Presentations, Demonstrations, and Site Visits	08/14/2006	10/13/2006		768
<ul style="list-style-type: none"> 1. Scripts to be used by vendors 2. Attendance at up to five Oral Presentations 3. Oral Presentation/Interview scoring sheets 4. Conduct consensus meetings – 5 meetings 5. Evaluation team scripts 6. Attendance at up to five vendor demos 7. Vendor demo and site visit scoring sheets 8. Support for demo consensus scoring sheets 9. Documentation of all consensus meetings 		Work-in-progress drafts may be requested by County's Project Director at any time.		
9. Vendor Selection	09/05/2006	11/10/2006		760
<ul style="list-style-type: none"> 1. Up to five individual evaluation reports 2. Combined Vendor Selection Report & Matrix 3. Vendor selection & funding 		Work-in-progress drafts may be requested by the Project Director at any time.		

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Deliverable	Start	Finish	Fixed Price	Maximum Hours
request for State 4. Summary of Vendor Selection Report & Matrix				
10. Risk Mitigation Plan	11/13/2006	12/11/2006		192
1. Risk Mitigation Plan to transfer from Unisys 2. Risk Mitigation Plan to continue Unisys		Work-in-progress drafts may be requested by the Project Director at any time.		
11. Vendor Negotiation and Contract Negotiation	11/13/2006	02/16/2007		1,152
1. Minutes of all vendor negotiation meetings 2. Written negotiation strategies and concerns 3. Proposed provisions for inclusion in contract		Work-in-progress drafts may be requested by County's Project Director at any time.		
12. Support Vendor Contract Approval Process	02/20/2007	06/15/2007		400
1. Documentation as needed for approval				
Total Hours				12,104

- END OF STATEMENT OF WORK -

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

***EXHIBIT B
(PRICING SCHEDULE)***

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

1 ¹	Project Plan	80%		\$5,967	\$1,053	\$7,020
		20%		\$1,491.75	\$263.25	\$1,755
		Total for Deliverable # 1				\$8,775
2 ²	Provide Ongoing Project Management			\$201,960	\$35,640	\$237,600
3 ³	Development of RFP, Implementation Advanced Planning Document (IAPD), and Sample Vendor Contract:	N/A	N/A	N/A	N/A	N/A
	Development of RFP	\$135	3,072	\$352,512	\$62,208	\$414,720
	Development of IAPD	\$135	768	\$88,128	\$15,552	\$103,680
	Development of Sample Vendor Contract	\$135	576	\$66,096	\$11,664	\$77,760
4 ⁴	Provide Support for the County Counsel and Auditor-Controller RFP and Draft Evaluation Manual Review Process	\$135	960	\$110,160	\$19,440	\$129,600
5 ³	Proposers' Conference	\$135	96	\$11,016	\$1,944	\$12,960
6 ³	Preparation for Proposal Evaluation	\$135	1,056	\$121,176	\$21,384	\$142,560
7 ⁴	Evaluation of Vendor Proposals	\$135	2,304	\$264,384	\$46,656	\$311,040
8 ³	Vendor Oral Presentations, Demonstrations and Site Visits	\$135	768	\$88,128	\$15,552	\$103,680
9 ³	Vendor Selection	\$135	760	\$87,210	\$15,390	\$102,600
10 ³	Risk Mitigation Plan	\$135	192	\$22,032	\$3,888	\$25,920
11 ³	Vendor Negotiations and Vendor Contract Preparation	\$135	1,152	\$132,192	\$23,328	\$155,520
12 ³	Support Vendor Contract Approval Process	\$135	400	\$45,900	\$8,100	\$54,000
Maximum Total for all Tasks/Deliverables 1-12						<u>\$1,880,415</u>

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT B (PRICING SCHEDULE)

¹ Eighty percent (80%) of the Fixed Price shown for Deliverable 1 shall be invoiced by Contractor and paid by the County, minus 15%, upon County acceptance of portions 1-4 of Deliverable 1 (see Task 1 – Deliverable, A (1-4) of Exhibit A (Statement of Work)). Twenty percent (20%) of the Fixed Price shown for Deliverable 1 shall be invoiced by Contractor and paid by the County, minus 15%, upon County acceptance of the remaining portions of Deliverable 1 (see Task 1 – Deliverable, A (5,6) of Exhibit A (Statement of Work)).

²Fixed Price shown for Deliverable 2 shall be invoiced by Contractor and paid by County, minus 15%, upon County acceptance of all work set forth in Deliverable 2 of Exhibit A (Statement of Work).

³Hourly costs up to Maximum Price shown for Deliverables 3 – 12 shall be invoiced by Contractor and paid by County, minus 15%, upon County acceptance of all work set forth in the applicable Deliverable. Regardless of the actual number of hours worked by Contractor, County shall not pay for more than the number of as-needed hours approved in writing by County's Project Director for each Deliverable. However, in no event, shall that payment amount exceed the applicable Maximum Price shown for Deliverables 3-12.

NOTE: County shall withhold fifteen percent (15%) of all Tasks/Deliverable payments until successful completion and County acceptance of all Tasks/Deliverables in Exhibit A (Statement of Work).

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

***EXHIBIT C
(CONTRACTOR'S EEO CERTIFICATION)***

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT C (CONTRACTOR'S EEO CERTIFICATION)

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

***EXHIBIT D
(COUNTY ADMINISTRATION)***

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT D (COUNTY'S ADMINISTRATION)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Julio Ortega
Title: County's Project Director
Address: 3400 Aerojet Avenue
El Monte, California 91731
Telephone: (626) 569-4080
Facsimile: (626) 927-9650
E-Mail Address: jortega@ladpss.org

COUNTY'S PROJECT MANAGER:

Name: Clifford Hutson
Title: County's Project Manager
Address: 3400 Aerojet Avenue
El Monte, California 91731
Telephone: (626) 569-4079
Facsimile: (626) 927-9650
E-Mail Address: cliffhutson@ladpss.org

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT E
(CONTRACTOR'S ADMINISTRATION)

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT E (CONTRACTOR'S ADMINISTRATION)

CONTRACTOR'S ADMINISTRATION

FOX Systems, Inc.
CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: Mark Shishida
Title: Project Manager
Address: 6263 N. Scottsdale Rd. Suite 200
Scottsdale, AZ 85250
Telephone: (480) 423-8184
Facsimile: (480)423-8108
E-Mail Address: solutions@foxsys.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: E. James Storey
Title: Deputy Project Manager
Address: 6263 Scottsdale Rd. Suite 200
Scottsdale, AZ 85250
Telephone: (480) 423-8184
Facsimile: (480) 423-8108
E-Mail Address: solutions@foxsys.com

Notices to Contractor shall be sent to the following address:

Address: 6263 Scottsdale Rd. Suite 200
Scottsdale, AZ 85250
Telephone: (480) 423-8184
Facsimile: (480) 423-8108
E-Mail Address: solutions@foxsys.com

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

***EXHIBIT F1
(CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT
AGREEMENT)***

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER)
System Reprocurement**

**EXHIBIT F1 (CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT)**

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER)
System Reprocurement**

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit F1A, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement
EXHIBIT F1A (INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF
COPYRIGHT)**

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Contract described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of
Los Angeles Contract Number _____ for _____, dated
_____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Contract").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

SCHEDULE A

(TO BE COMPLETED BY COUNTY)

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

(STATE OF CALIFORNIA)

ss.

(COUNTY OF LOS ANGELES)

On _____, 200____, before me, the undersigned, a Notary Public in and
for the State of California, personally appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence to be the
individual that executed the within Assignment and Transfer of Copyright.

WITNESS my hand and official seal.

NOTARY PUBLIC

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER)
System Reprocurement**

***EXHIBIT F2
(CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT)***

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

**EXHIBIT F2 (CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT)**

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of the above-referenced contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit F2A, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement
EXHIBIT F2A (INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF
COPYRIGHT)**

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Contract described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of
Los Angeles Contract Number _____ for _____, dated
_____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Contract").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

SCHEDULE A

(TO BE COMPLETED BY COUNTY)

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

(STATE OF CALIFORNIA)

ss.

(COUNTY OF LOS ANGELES)

On _____, 200____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual that executed the within Assignment and Transfer of Copyright.

WITNESS my hand and official seal.

NOTARY PUBLIC

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

***EXHIBIT G
(JURY SERVICE ORDINANCE)***

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT G (JURY SERVICE ORDINANCE)

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts that are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

***EXHIBIT H
(SAFELY SURRENDERED BABY LAW)***

Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

Consulting Services for Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) System Reprocurement

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

Consulting Services for Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) System Reprocurement

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Solo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

***EXHIBIT I
(INTERNAL REVENUE SERVICE NOTICE 1015)***

Consulting Services for Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) System Reprocurement



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015

(Rev. 12-2004)

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT J
***(FAMILIARITY OF THE COUNTY LOBBYIST
ORDINANCE CERTIFICATION)***

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

**EXHIBIT J (FAMILIARITY OF THE COUNTY LOBBYIST
ORDINANCE CERTIFICATION)**

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Vendor also certifies that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process.

Signature_____ Date_____

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

***EXHIBIT K
(CIVIL RIGHTS RESOLUTION AGREEMENT
REQUIREMENTS
FOR CONTRACTOR/VENDORS)***

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

**EXHIBIT K (CIVIL RIGHTS RESOLUTION AGREEMENT
REQUIREMENT FOR CONTRACTORS/VENDORS)**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL
RIGHTS RESOLUTION AGREEMENT WITH
THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, «Company», agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, «Company», also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, «Company», agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, «Company», agrees to comply with the requirements of the Resolution Agreement and «Company» understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, «Company», agree to the aforementioned.

Director's Signature (Contractor)

Date

Contractor's Address

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

***EXHIBIT L
(CONTRACTOR'S OBLIGATIONS AS A "BUSINESS
ASSOCIATE" UNDER THE HEALTH ISSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996
(HIPAA))***

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

**EXHIBIT L (CONTRACTOR'S OBLIGATIONS AS A "BUSINESS
ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA))**

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

media, because the information being exchanged did not exist in electronic form before the transmission.

- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 525
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books, and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3, and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 **MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT M
(SAMPLE SUBCONTRACT)

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT M (SAMPLE SUBCONTRACT)

SUBCONTRACT

BY AND BETWEEN

(CONTRACTOR)

(SUBCONTRACTOR)

FOR

SERVICES

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

EXHIBIT M

SAMPLE SUBCONTRACT

TABLE OF CONTENTS

RECITALS	1
1.0 APPLICABLE DOCUMENTS	1
2.0 PRIME CONTRACT	2
3.0 WORK.....	2
4.0 PERSONNEL	2
5.0 COMPENSATION	3
6.0 TERM.....	3
7.0 TERMINATION	3
8.0 THIRD PARTY BENEFICIARY	3
9.0 AMENDMENTS	3
10.0 PROHIBITION AGAINST ASSIGNMENT AND DELIGATION	4
11.0 PROHIBITION AGAINST SUBCONTRACTING	4
12.0 INDEMNIFICATION AND INSURANCE.....	4
12.1 INDEMNIFICATION	4
12.2 INSURANCE	4
13.0 RECORDS AND AUDITS	7
14.0 PROPRIETARY CONSIDERATIONS AND CONFIDENTIALITY	8
15.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION	8
16.0 WARRANTIES.....	9
17.0 COMPLIANCE WITH APPLICABLE LAW.....	10
18.0 FAIR LABOR STANDARDS	10
19.0 RESTRICTIONS ON LOBBYING	11
20.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION	11
21.0 EMPLOYMENT ELIGIBILITY VERIFICATION.....	12
22.0 SUBCONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER.....	13
23.0 CAPTIONS AND PARAGRAPH HEADINGS	13
24.0 WAIVER.....	13

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

25.0	GOVERNING LAW, JURISDICTION AND VENUE	13
26.0	SEVERABILITY	14
27.0	AUTHORIZATION WARRANTY	14
28.0	NOTICES	14
29.0	TERMINATION FOR IMPROPER CONSIDERATION	15
30.0	COUNTY'S QUALITY ASSURANCE PLAN	16
31.0	SUBCONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	16
32.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	17
33.0	SUBCONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	17
34.0	CONFIDENTIALITY	17
35.0	SUBCONTRACTOR'S EXCLUSION FROM PARTICPATION IN A FEDERALLY FUNDED PROGRAM	18
36.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	18
37.0	(INTENTIONALLY RESERVED)	18
38.0	COMPLIANCE WITH JURY SERVICE PROGRAM	18
39.0	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	19
40.0	SUBCONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	20
41.0	RECYCLED-CONTENT BOND PAPER.....	20
42.0	SUBCONTRACTOR'S RESPONSIBILITY AND DEBARMENT	20
43.0	SURVIVAL	20
	SIGNATURES	22

EXHIBITS

- 1 STATEMENT OF WORK (Intentionally Omitted)
- 2 ADDITIONAL TERMS AND CONDITIONS (Intentionally Omitted)
- 3 SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

3A ASSIGNMENT AND TRANSFER OF COPYRIGHT

4 SUBCONTRACTOR'S EEO CERTIFICATION

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

SAMPLE SUBCONTRACT

THIS SUBCONTRACT AGREEMENT (hereafter "Agreement") is made and entered into this _____ day of _____, 20__, by and between _____, located at _____ (hereafter "CONTRACTOR"), and _____ located at _____ (hereafter "SUBCONTRACTOR").

WHEREAS, CONTRACTOR has entered into Los Angeles County Contract No. _____ (hereafter "Prime Contract") with the County of Los Angeles, State of California (hereafter "COUNTY") for the purpose of _____

_____; and

WHEREAS, in order to fulfill all of its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to perform work in the area of _____

_____; and

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, CONTRACTOR and SUBCONTRACTOR agree as follows:

1. **APPLICABLE DOCUMENTS:**

1.1 **Interpretation:**

Exhibits 1, 2, 3, 3A, and 4 are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents of any task, subtask, deliverable, goods, service, or other work, or otherwise, between the Prime Contract and the body of this Agreement and the Exhibits thereto, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Prime Contract and then to the body of this Agreement and the Exhibits according to the following priority:

- 1.1.1. The body of this Agreement
- 1.1.2. Exhibit 1 - Statement of Work
- 1.1.3. Exhibit 2 - Additional Terms and Conditions
- 1.1.4. Exhibit 3 - Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement
- 1.1.5. Exhibit 3A - Assignment and Transfer of Copyright
- 1.1.6. Exhibit 4 - Subcontractor's EEO Certification

1.2 **Entire Agreement:**

The body of this Agreement, and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.3 **Definitions:**

Unless otherwise defined in this Agreement, all capitalized terms shall have the meanings as set forth in the Prime Contract.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

2. PRIME CONTRACT:

Notwithstanding any other provision of this Agreement, this Agreement is a subcontract under the Prime Contract and each and all of the provisions of the Prime Contract and any Amendments thereto shall extend to and be binding upon the parties to this Agreement.

3. WORK:

Pursuant to the provisions of this Agreement, SUBCONTRACTOR shall fully provide, complete, and deliver on time all the tasks, subtasks, deliverables, goods, services, and other work set forth in Exhibit 1 (Statement of Work). Time is of the essence of SUBCONTRACTOR's performance hereunder.

4. PERSONNEL:

4.1 All SUBCONTRACTOR personnel performing work under this Agreement shall be subject to the prior and continuing approval of CONTRACTOR and COUNTY. If at any time during the term of this Agreement, any SUBCONTRACTOR personnel is not approved by CONTRACTOR or COUNTY, then SUBCONTRACTOR shall, immediately upon receipt of written or oral notice from CONTRACTOR or COUNTY, replace such personnel with substitute qualified personnel or take such other action as requested by CONTRACTOR or COUNTY.

4.2 If at any time during the term of this Agreement, any SUBCONTRACTOR personnel ceases performance for any reason, including, but not limited to, resignation or termination, then SUBCONTRACTOR shall, within five (5) working days, replace such personnel with substitute qualified personnel.

4.3 SUBCONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation, and benefits. CONTRACTOR and COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation benefits, or taxes, for any personnel provided by or on behalf of SUBCONTRACTOR.

4.4 SUBCONTRACTOR understands and agrees that all persons performing work under this Agreement are, for purposes of workers' compensation liability, the sole employees of SUBCONTRACTOR and not employees of CONTRACTOR or COUNTY. SUBCONTRACTOR shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of SUBCONTRACTOR pursuant to this Agreement.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

4.5 SUBCONTRACTOR shall obtain an executed Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (Exhibit 3) for each of its employees performing work under this Agreement. Such agreements shall be delivered to COUNTY's Project Director, _____, on or immediately after the effective date of this Agreement but in no event later than the date any such employee first performs work under this Agreement.

5. COMPENSATION:

All compensation to SUBCONTRACTOR under this Agreement shall be paid by CONTRACTOR and shall be as set forth in Exhibit 2 (Additional Terms and Conditions). CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation to SUBCONTRACTOR and its officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for SUBCONTRACTOR or its officers, employees, and agents. Without limitation of the foregoing, SUBCONTRACTOR disclaims any right to seek any payment from COUNTY for any and all compensation or recovery of any of its costs, or to assert any lien against COUNTY, its assets or rights in any software or system or any element thereof, on account thereof.

6. TERM:

The term of this Agreement shall commence on _____ and shall continue through _____ unless sooner terminated, in whole or in part, as provided in this Agreement.

7. TERMINATION:

CONTRACTOR shall have the right to terminate this Agreement, in whole or in part, at any time by giving written notice to SUBCONTRACTOR when such action is deemed by CONTRACTOR to be in its best interest. This Agreement shall also terminate, in whole or in part, upon receipt by CONTRACTOR of written notice from COUNTY that COUNTY no longer approves the continuation of the whole or any part of this Agreement.

8. THIRD PARTY BENEFICIARY:

CONTRACTOR and SUBCONTRACTOR understand and agree that this Agreement is entered into for the benefit of COUNTY and that COUNTY is hereby expressly made a third party beneficiary of this Agreement.

9. AMENDMENTS:

The provisions of the body of this Agreement and the Exhibits thereto shall not be changed in any way by CONTRACTOR or SUBCONTRACTOR without the prior written consent of COUNTY, and any unapproved change shall be null and void. No changes to the body of this Agreement or the Exhibits thereto shall be valid and effective unless made in the form of a written Amendment which is approved in writing by

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

COUNTY and which is formally executed by authorized officials of CONTRACTOR and SUBCONTRACTOR.

10. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

This Agreement, or any interest therein, including, but not limited to, any claim for monies due or to become due with respect thereto, shall not be assigned or delegated, or both, by CONTRACTOR or SUBCONTRACTOR, and any assignment or delegation shall be null and void, except that in the event of termination of the Prime Contract, CONTRACTOR has the right to assign this Agreement to COUNTY.

11. PROHIBITION AGAINST SUBCONTRACTING:

No performance of this Agreement, or any part thereof, shall be subcontracted by SUBCONTRACTOR, and any subcontract shall be null and void.

12. INDEMNIFICATION AND INSURANCE:

12.1 Indemnification:

SUBCONTRACTOR shall indemnify, defend and hold harmless CONTRACTOR and COUNTY, their Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with SUBCONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

12.2 Insurance

Without limiting SUBCONTRACTOR's indemnification of CONTRACTOR and COUNTY and during the term of this Agreement, SUBCONTRACTOR shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by CONTRACTOR or COUNTY. Such coverage shall be provided and maintained at SUBCONTRACTOR's own expense.

12.2.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY and CONTRACTOR shall be delivered to:

Ida L. Rivera, Chief
Contracts Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement and Prime Contract;
- Clearly evidence all coverages required in this Agreement;
- Contain the express condition that COUNTY and CONTRACTOR are to each be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding CONTRACTOR and COUNTY, their Special Districts, officials, officers and employees as insureds for all activities arising from this Agreement; and
- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require SUBCONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require SUBCONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

12.2.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by COUNTY.

12.2.3 Failure to Maintain Coverage: Failure on the part of SUBCONTRACTOR to procure or maintain the required insurance and bond shall constitute a material breach of this Agreement upon which this Agreement may be terminated pursuant to Paragraph 7 (Termination).

12.2.4 Notification of Incidents, Claims or Suits:
SUBCONTRACTOR shall report to CONTRACTOR AND COUNTY:

- Any accident or incident relating to services performed under this Agreement which involves injury or property

Exhibit M

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

damage which may result in the filing of a claim or lawsuit against SUBCONTRACTOR, CONTRACTOR, and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against SUBCONTRACTOR arising from or related to services performed by SUBCONTRACTOR under this Agreement.
- Any injury to a SUBCONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to CONTRACTOR, who shall report it to COUNTY.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to SUBCONTRACTOR under the terms of this Agreement.

12.2.5 Compensation for COUNTY Costs: In the event that SUBCONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, SUBCONTRACTOR and/or CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

12.2.6 Insurance Coverage Requirements for SUBCONTRACTOR: COUNTY retains the right to obtain copies of evidence of SUBCONTRACTOR insurance coverage at any time.

12.2.7 Insurance Coverage Requirements

12.2.7.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

12.2.7.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

12.2.7.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by

Exhibit M

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

the Labor Code of the State of California or by any other state, and for which SUBCONTRACTOR is responsible. If SUBCONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which SUBCONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

13. RECORDS AND AUDITS:

13.1 SUBCONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. SUBCONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. SUBCONTRACTOR agrees that COUNTY, or its duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, time cards and other employment records, and proprietary data and information, shall be kept and maintained by SUBCONTRACTOR and shall be made available to CONTRACTOR and COUNTY during the term of this Agreement and for a period of five (5) years thereafter unless written permission of both CONTRACTOR and COUNTY is given to dispose of any such material prior to such time. All such material shall be maintained by SUBCONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, SUBCONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location.

13.2 In the event that an audit is conducted of SUBCONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by SUBCONTRACTOR or otherwise, then SUBCONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of SUBCONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit reports.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

13.3 Failure on the part of SUBCONTRACTOR to comply with the provisions of this Paragraph 13 shall constitute a material breach of this Agreement upon which CONTRACTOR may immediately terminate or suspend this Agreement.

14. PROPRIETARY CONSIDERATIONS AND CONFIDENTIALITY:

THE FOLLOWING PARAGRAPH 14 SHALL APPLY ONLY TO MATERIALS, DATA, AND INFORMATION, IF ANY, DEVELOPED UNDER THIS AGREEMENT.

14.1 CONTRACTOR and SUBCONTRACTOR agree that all materials, data, and information developed under this Agreement shall become the sole property of COUNTY, and SUBCONTRACTOR hereby assigns and transfers to COUNTY all SUBCONTRACTOR's right, title, and interest in and to all such materials, data, and information, provided that SUBCONTRACTOR may retain possession of all working papers prepared by SUBCONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

14.2 Whenever requested by COUNTY, SUBCONTRACTOR shall:
(1) promptly execute and deliver to COUNTY all papers, instruments, and other documents requested by COUNTY to reflect SUBCONTRACTOR's assignment and transfer to COUNTY of all SUBCONTRACTOR's right, title, and interest in and to the items described in this Paragraph 14, and (2) promptly perform all other acts necessary to carry out the terms of this Agreement.

14.3 CONTRACTOR and SUBCONTRACTOR shall protect the security of and keep confidential all materials, data, and information received or produced under this Agreement.

15. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION:

SUBCONTRACTOR shall indemnify, defend, and hold harmless CONTRACTOR and COUNTY from and against any and all claims, liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys fees, for or by reason of any actual or alleged infringement of any United States patent, copyright, or any actual or alleged trade secret disclosure or misappropriation arising from, connected with, or related to the operation and utilization of SUBCONTRACTOR's work under this Agreement. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph 15 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY in writing. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as COUNTY determines in its sole discretion, COUNTY shall be entitled to retain its own counsel and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement on behalf of COUNTY without COUNTY's prior written approval.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

16. WARRANTIES:

16.1 SUBCONTRACTOR represents, warrants, covenants, and agrees that SUBCONTRACTOR shall promptly correct any and all defects, errors, or omissions in the tasks, subtasks, deliverables, goods, services, and other work provided pursuant to this Agreement in order to conform and comply with all specifications, requirements, standards, and representations set forth in this Agreement. The correction of any such defects, errors or omissions shall be at no cost to CONTRACTOR or COUNTY.

16.2 SUBCONTRACTOR further represents, warrants, covenants, and agrees that:

- A. SUBCONTRACTOR shall strictly comply with the specifications, requirements, standards, and representations set forth in this Agreement.
- B. All tasks, subtasks, deliverables, goods, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel.
- C. Any software or data analysis used by SUBCONTRACTOR shall be available to CONTRACTOR and COUNTY during the term of this Agreement and for a period of five (5) years thereafter, provided that this warranty shall only apply to software or data analysis owned by or under the control of SUBCONTRACTOR and related to this Agreement;
- D. All tasks, subtasks, deliverables, goods, services and other work shall be completed in accordance with this Agreement, the Prime Contract, industry standards, and hardware manufacturers' specifications.
- E. All hardware and software provided under this Agreement shall perform according to the requirements as set forth in Exhibit 1 (Statement of Work).
- F. All documentation developed under this Agreement shall be uniform in appearance.
- G. SUBCONTRACTOR shall not intentionally introduce into any software or any COUNTY system any disabling code, "worm", or other device which would or could have effect of compromising the security of COUNTY's confidential information or hampering, interfering with or otherwise adversely affecting COUNTY's operations or COUNTY's use of the software or system at any COUNTY facility.
- H. SUBCONTRACTOR shall use its best efforts to prevent viruses from being incorporated or introduced into any software or COUNTY system.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

- I. Any and all software and hardware provided under this Agreement will accurately determine chronological dates and accurately perform all calculations, data manipulations, sorting and transmission of date data regardless of whether the date data represents or references different centuries.

17. COMPLIANCE WITH APPLICABLE LAW:

17.1 SUBCONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

17.2 SUBCONTRACTOR shall indemnify, defend, and hold harmless CONTRACTOR and COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from, connected with, or related to any violation on the part of SUBCONTRACTOR, its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances or directives. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph 17 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY in writing. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as COUNTY determines in its sole discretion, COUNTY shall be entitled to retain its own counsel and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement on behalf of COUNTY without COUNTY's prior written approval.

18. **FAIR LABOR STANDARDS:** SUBCONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless CONTRACTOR and COUNTY, their officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by SUBCONTRACTOR's employees for which CONTRACTOR or COUNTY may be found jointly or solely liable. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph 17 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY in writing. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as COUNTY determines in its sole discretion,

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

COUNTY shall be entitled to retain its own counsel and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement on behalf of COUNTY without COUNTY's prior written approval.

19. RESTRICTIONS ON LOBBYING:

19.1 Federal Funds Projects:

If any Federal funds are to be used to pay for any of SUBCONTRACTOR's work under this Agreement, SUBCONTRACTOR shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

19.2 All Projects:

SUBCONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by SUBCONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of SUBCONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by SUBCONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

20. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

20.1 SUBCONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.2 SUBCONTRACTOR shall certify to, and comply with, the provisions of Exhibit 4 (SUBCONTRACTOR's EEO Certification).

20.3 SUBCONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.4 SUBCONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

20.5 SUBCONTRACTOR certifies and agrees that it, its affiliates, subsidiaries or holding companies, will comply with all applicable Federal and State laws and regulations, including, but not limited to:

- i. Title VII, Civil Rights Act of 1964;
- ii. Section 504, Rehabilitation Act of 1973;
- iii. Age Discrimination Act of 1975;
- iv. Title IX, Education Amendments of 1973, as applicable; and
- v. Title 43, Part 17, Code of Federal Regulations, Subparts A & B;

and that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, this Agreement or under any project, program, or activity supported by this Agreement.

20.6 SUBCONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 20 when so requested by COUNTY.

20.7 If COUNTY finds that any of the provisions of this Paragraph 20 have been violated, such violation shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that SUBCONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that SUBCONTRACTOR has violated the anti-discrimination provisions of this Agreement.

20.8 The parties agree that in the event SUBCONTRACTOR violates the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

21. EMPLOYMENT ELIGIBILITY VERIFICATION:

SUBCONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth by Federal and State statutes and regulations. SUBCONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations as they currently exist and as they may be hereafter

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

amended. SUBCONTRACTOR shall retain all such documentation for the period prescribed by law. SUBCONTRACTOR shall indemnify, defend and hold harmless CONTRACTOR and COUNTY, their officers and employees, from and against any employer sanctions and any other liability which may be assessed against SUBCONTRACTOR, CONTRACTOR or COUNTY in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph 20 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY in writing. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as COUNTY determines in its sole discretion, COUNTY shall be entitled to retain its own counsel and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement on behalf of COUNTY without COUNTY's prior written approval.

22. SUBCONTRACTOR PERFORMANCE DURING CIVIL UNREST OR
DISASTER:

SUBCONTRACTOR recognizes that the health facilities maintained by COUNTY provide services essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by SUBCONTRACTOR during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to SUBCONTRACTORS' employees and suppliers. During any such event in which the health or safety of any SUBCONTRACTOR's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

23. CAPTIONS AND PARAGRAPH HEADINGS:

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

24. WAIVER:

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of any party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 24 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25. GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed

Exhibit M

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

within that State. Without limiting the foregoing, CONTRACTOR and SUBCONTRACTOR intend that this Agreement shall be subject to the provisions of the Uniform Commercial Code as enacted in California, and the parties hereto shall retain all of their rights and remedies thereunder. CONTRACTOR and SUBCONTRACTOR agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

26. SEVERABILITY:

If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deemed deleted herefrom and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

27. AUTHORIZATION WARRANTY:

SUBCONTRACTOR represents and warrants that the person executing this Agreement for SUBCONTRACTOR is an authorized agent who has actual authority to bind SUBCONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of SUBCONTRACTOR have been fulfilled to provide such actual authority.

28. NOTICES:

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, or (3) by facsimile transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile transmission if followed by timely confirmation mailing. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

A. If to CONTRACTOR:

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

With a copy to COUNTY's Project Director, addressed as follows:

B. If to SUBCONTRACTOR:

With a copy to COUNTY's Project Director, addressed as follows:

29. **TERMINATION FOR IMPROPER CONSIDERATION:**

COUNTY may, by written notice to SUBCONTRACTOR, immediately terminate the right of SUBCONTRACTOR to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by SUBCONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determination with respect to SUBCONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against SUBCONTRACTOR as it could pursue in the event of default of CONTRACTOR or SUBCONTRACTOR.

SUBCONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

30. COUNTY'S QUALITY ASSURANCE PLAN:

COUNTY or its agent will evaluate SUBCONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing SUBCONTRACTOR's compliance with all Agreement terms and performance standards. SUBCONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Prime Contract in jeopardy if not corrected will be reported to COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY, CONTRACTOR and SUBCONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in the Prime Contract.

31. SUBCONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S
CHILD SUPPORT COMPLIANCE PROGRAM:

SUBCONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting SUBCONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, SUBCONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one year, SUBCONTRACTOR shall submit to COUNTY's District Attorney (hereafter "DA") a completed Principal Owner Information Form (hereafter "POI Form"), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the DA with respect to SUBCONTRACTOR's Principal Owners; (2) SUBCONTRACTOR has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) SUBCONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (hereafter "CSCP Certification"), also incorporated herein by reference. Failure of SUBCONTRACTOR to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the DA) to COUNTY's DA shall represent a material breach of this Agreement upon which CONTRACTOR may immediately suspend or terminate this Agreement.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

32. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE
PROGRAM:

Failure of SUBCONTRACTOR to maintain compliance with the requirements set forth in Paragraph 31 (SUBCONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program) shall constitute a default by SUBCONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which COUNTY's Board of Supervisors may terminate this Agreement pursuant to Paragraph 7 (Termination).

33. SUBCONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S
COMMITMENT TO CHILD SUPPORT ENFORCEMENT:

SUBCONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. SUBCONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors and subcontractors to voluntarily post COUNTY's "L.A's Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's or subcontractor's place of business. COUNTY's District Attorney will supply SUBCONTRACTOR with the poster to be used.

34. CONFIDENTIALITY:

SUBCONTRACTOR shall maintain the confidentiality of all records and information, including, but not limited to, billings, COUNTY records, and patient records and information, in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. SUBCONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. With respect to any identifiable records or information concerning any patient that is obtained by SUBCONTRACTOR or any other records or information, SUBCONTRACTOR shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than COUNTY without COUNTY's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to COUNTY or maintain such records and information according to the written procedures sent to SUBCONTRACTOR by COUNTY for this purpose.

35. SUBCONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A
FEDERALLY FUNDED PROGRAM:

SUBCONTRACTOR hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

by the Federal government, directly or indirectly, in whole or in part, and that SUBCONTRACTOR shall notify CONTRACTOR and COUNTY's Project Director within thirty (30) days in writing of: (1) any event that would require SUBCONTRACTOR or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against SUBCONTRACTOR or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

SUBCONTRACTOR shall indemnify and hold CONTRACTOR and COUNTY harmless against any and all loss or damage CONTRACTOR or COUNTY may suffer arising from any Federal exclusion of SUBCONTRACTOR or its staff members from such participation in a Federally funded health program.

Failure by SUBCONTRACTOR to meet the requirements of this Paragraph 35 shall constitute a material breach of contract upon which CONTRACTOR or COUNTY may immediately terminate or suspend this Agreement.

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

SUBCONTRACTOR shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

37. (INTENTIONALLY RESERVED)

38. COMPLIANCE WITH JURY SERVICE PROGRAM:

38.1 Jury Service Program: This Agreement is subject to the provisions of COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. A copy of the Jury Service Program is available on the Internet at ordlink.com/codes/lacounty for printing purposes.

38.2 Written Employee Jury Service Policy:

38.2.1. Unless SUBCONTRACTOR has demonstrated to COUNTY's satisfaction either that SUBCONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that SUBCONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), SUBCONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from SUBCONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service served. SUBCONTRACTOR's policy may further provide that employees deposit any fees received for such jury service

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

with SUBCONTRACTOR or that SUBCONTRACTOR deduct from the employee's regular pay the fees received for jury service.

38.2.2. For the purposes of this Paragraph 38 and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "SUBCONTRACTOR" shall mean a person, partnership, corporation, or other entity, that has a subcontract with a COUNTY contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more COUNTY contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of SUBCONTRACTOR; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) SUBCONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.

38.2.3. If SUBCONTRACTOR is not required to comply with the Jury Service Program on the effective date of this Agreement, SUBCONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and SUBCONTRACTOR shall immediately notify COUNTY if SUBCONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR," or if SUBCONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, SUBCONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during this Agreement term, and at its sole discretion, that SUBCONTRACTOR demonstrate to COUNTY's satisfaction that SUBCONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that SUBCONTRACTOR continues to qualify for an exception to the Jury Service Program.

38.2.4. SUBCONTRACTOR's violation of this Paragraph 38 may constitute a material breach of this Agreement. In the event of such breach, COUNTY may, in its sole discretion, terminate this Agreement and/or bar SUBCONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

39. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED
BABY LAW:**

SUBCONTRACTOR shall notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

40. SUBCONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S
COMMITMENT TO
THE SAFELY SURRENDERED BABY LAW:

SUBCONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. SUBCONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. COUNTY's Department of Children and Family Services will supply SUBCONTRACTOR with the poster to be used.

41. RECYCLED-CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, SUBCONTRACTOR, agrees to use recycled-content paper to the maximum extent possible in connecting with the services to be performed by SUBCONTRACTOR under this Agreement.

42. SUBCONTRACTOR RESPONSIBILITY AND DEBARMENT:

42.1 A responsible subcontractor is a subcontractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible subcontractors.

42.2 SUBCONTRACTOR is hereby notified that this Agreement is a contract subject to Chapter 2.202 of the Los Angeles County Code, as may be amended during the term of this Agreement.

42.3 Any termination of this Agreement by COUNTY under this Paragraph 41 shall not, in and of itself, be deemed or construed to be a termination by COUNTY for default under Paragraph 33 (Termination for Default) of the Prime Contract or be deemed or construed to entitle COUNTY to exercise any right or remedies under Paragraph 33 (Termination for Default), and shall not be deemed or construed to limit the rights or remedies of either party under this Agreement or at law.

43. SURVIVAL:

The following provisions of this Agreement shall survive its expiration or termination for any reason:

- 1 Applicable Documents
- 2 Prime Contract
- 4.3 Personnel
- 4.4 Personnel

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

4.5	Personnel
8	Third Party Beneficiary
12	Indemnification, Insurance and Performance Bond
13	Records and Audits
14	Proprietary Considerations and Confidentiality
15	Patent, Copyright and Trade Secret Indemnification
16	Warranties
17	Compliance With Applicable Law
18	Fair Labor Standards
20	Nondiscrimination and Affirmative Action
21	Employment Eligibility Verification
23	Captions and Paragraph Headings
24	Waiver
25	Governing Law, Jurisdiction and Venue
26	Severability
27	Authorization Warranty
28	Notices
29	Termination for Improper Consideration
34	Confidentiality
43	Survival

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and
Reporting (LEADER) System Reprocurement**

SUBCONTRACT AGREEMENT TO COUNTY CONTRACT #

IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR have caused this Agreement to be signed by their duly authorized officers on the day and year first set forth hereinabove.

CONTRACTOR

SUBCONTRACTOR

Name of Contractor

Name of Subcontractor

By _____
Name:
Title:

By _____
Name:
Title:

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT 1

STATEMENT OF WORK
(To be prepared by CONTRACTOR
and SUBCONTRACTOR)

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT 2

ADDITIONAL TERMS AND CONDITIONS

(To be prepared by CONTRACTOR
and SUBCONTRACTOR)

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

**EXHIBIT 3
SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND
COPYRIGHT
ASSIGNMENT AGREEMENT
(PAGE 1 OF 4)**

PROJECT NAME _____

SUBCONTRACTOR/EMPLOYER NAME _____

LOS ANGELES COUNTY CONTRACT NUMBER _____

GENERAL INFORMATION Your employer referenced above has entered into a Subcontract with the above-referenced Contractor to provide certain services to the County of Los Angeles (hereafter sometimes "County") under the above-referenced County Contract between the above-referenced Contractor and the County. The County requires your signature on this Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGMENT I understand and agree that the above-referenced Subcontractor is my sole employer for purposes of this employment. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County during the period of this employment. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County.

CONFIDENTIALITY

You may be involved with work pertaining to services provided by the County and, if so, you may have access to confidential data, information and materials pertaining to persons and/or entities receiving services from the County and to persons who are inmates of the County. In addition, you may also have access to confidential data, information and materials which are owned and/or copyrighted by the County, the above-referenced Contractor or other vendors doing business with the County. The County as well as you have a legal obligation to protect all such confidential data, information and materials in its possession, especially data and information concerning health, criminal, inmate and welfare recipient records and proprietary information and materials. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

**Exhibit 3
Subcontractor Employee Acknowledgement, Confidentiality and Copyright
Assignment Agreement**

(PAGE 2 OF 4)

PROJECT NAME _____

SUBCONTRACTOR/EMPLOYER NAME _____

LOS ANGELES COUNTY CONTRACT NUMBER _____

of such data, information and materials. Consequently, you must sign this Agreement as a condition of your work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data, information or materials obtained while performing work related to the above-referenced County Contract. I agree to forward all requests for the disclosure or release of any data, information or materials received by me to the Contractor's Project Manager for the above-referenced County Contract and to my immediate supervisor.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, vendor proprietary information, and all other original materials produced, created or provided to or by me as related to the above-referenced County Contract. I agree to protect these confidential items against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary data, information and materials of the County, the above-referenced Contractor, or other vendors doing business with the County is provided to me during this employment, I shall keep such data, information and materials confidential.

I agree to report any and all violations of the above-referenced County Contract or this Agreement by myself and/or by any other person of which I become aware to the Contractor's Project Manager for the above referenced County Contract and to my immediate supervisor. I agree to return all confidential data, information and materials to my immediate supervisor upon completion of the Subcontract, or termination of my employment with my employer, whichever occurs first.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

**Exhibit 3
Subcontractor Employee Acknowledgement, Confidentiality and Copyright
Assignment Agreement**

(PAGE 3 OF 4)

PROJECT NAME _____

SUBCONTRACTOR/EMPLOYER NAME _____

LOS ANGELES COUNTY CONTRACT NUMBER _____

COPYRIGHT ASSIGNMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, data and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above-referenced County Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof.

Whenever requested by the County, I agree to promptly execute and deliver to the County all papers, instruments and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this Agreement, including, but not limited to, executing an assignment and transfer of copyright in the form substantially similar to Exhibit 3A, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

**Exhibit 3
Subcontractor Employee Acknowledgement, Confidentiality and Copyright
Assignment Agreement**

(PAGE 4 OF 4)

PROJECT NAME _____

SUBCONTRACTOR/EMPLOYER NAME _____

LOS ANGELES COUNTY CONTRACT NUMBER _____

I acknowledge that violation of this Agreement will subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Name: _____
(Subcontractor Employee's Signature)

Date: _____

Name: _____
(Print Subcontractor Employee's Name)

Social Security Number: _____

Working Title: _____

Original: Contractor
Copy: Subcontractor Employee

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

**EXHIBIT 3A
ASSIGNMENT AND TRANSFER OF COPYRIGHT**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual (hereafter "Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California (hereafter "Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, data, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference), developed under the Agreement and the Subcontract described below, including, without limitation, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (hereafter collectively "Works") and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into Los Angeles County Agreement Number _____ for _____, dated _____, and any amendments thereto (collectively "Agreement").

Pursuant to the Agreement, _____ and _____ have entered into a Subcontract Agreement for _____, dated _____, and any amendments thereto (collectively "Subcontract").

GRANTOR: _____

DATE: _____

_____/_____/_____
(Signature)

NAME: _____

(Print)

WORKING TITLE: _____

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Schedule A

(To Be Completed By COUNTY)

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 19 ____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual that executed the within Assignment and Transfer of Copyright.

WITNESS my hand and official seal.

NOTARY PUBLIC

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

EXHIBIT 4

SUBCONTRACTOR'S EEO CERTIFICATION

Subcontractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Paragraph 4.32.010 of the Code of the County of Los Angeles, the above-referenced Subcontractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

SUBCONTRACTOR'S CERTIFICATION

- | | | | |
|----|--|---------------------------------|--------------------------------|
| 1. | The subcontractor has a written policy statement prohibiting discrimination in all phases of employment. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 2. | The Subcontractor periodically conducts a self-analysis or utilization analysis of its work force. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 3. | The Subcontractor has a system for determining if its employment practices are discriminatory against protected groups. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Subcontractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

Name and title of signer

Signature

Date

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

(THIS PAGE INTENTIONALLY LEFT BLANK)

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

***EXHIBIT N
(LEADER SYSTEM OVERVIEW)***

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Exhibit N

LEADER SYSTEM OVERVIEW

The LEADER System automates administration of welfare programs in Los Angeles County (CalWORKs, Food Stamps, Medi-Cal, CAPI, and General Relief); including eligibility determination, benefit calculation, case maintenance and management/fiscal reports and controls.

The LEADER System, one of the largest multi-host, multi-tiered client server systems in the world, includes:

- As of March 31, 2005, over 11,500 users access the LEADER System via cabled network in more than 134 local sites representing ten County departments, plus an additional 200 outreach Medi-Cal sites served by 400 mobile staff using laptops accessing the LEADER System via dial-up modem;
- Over 700 screens developed in PowerBuilder using Remote Procedure Calls (RPC) to communicate with the host;
- Over 1500 programs and over 8 million lines of code with a 5-terabyte database (estimated to grow to 11-terabytes by March 2007);
- Windows NT – MS SQL Server, ODBC, UniAccess;
- Host programs developed in COBOL;
- An RDMS 2200 database that runs on Unisys Enterprise servers;
- One Dorado 180 and Two Unisys Clearpath IX6820 Hosts with multi-databases average 5 million transactions per day;
- Over 1150 reference tables; and
- Approximately 8,000 Application Software Modification and/or Enhancement hours per month.

OTHER COUNTY DEPARTMENTS AND NON-COUNTY AGENCIES USING LEADER SYSTEM

DPSS serves as the host for the LEADER System for the following County departments: Auditor Controller, Children and Family Services, Community and Senior Services, District Attorney, Child Support Services, Health Services' medical and health center sites, Mental Health, Probation, and the Treasurer-Tax Collector. Selected non-County agencies and users (e.g., City of Los Angeles Housing Authority, Pomona Valley Hospital) that also utilize the LEADER System.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

LEADER SYSTEM PROCESSES

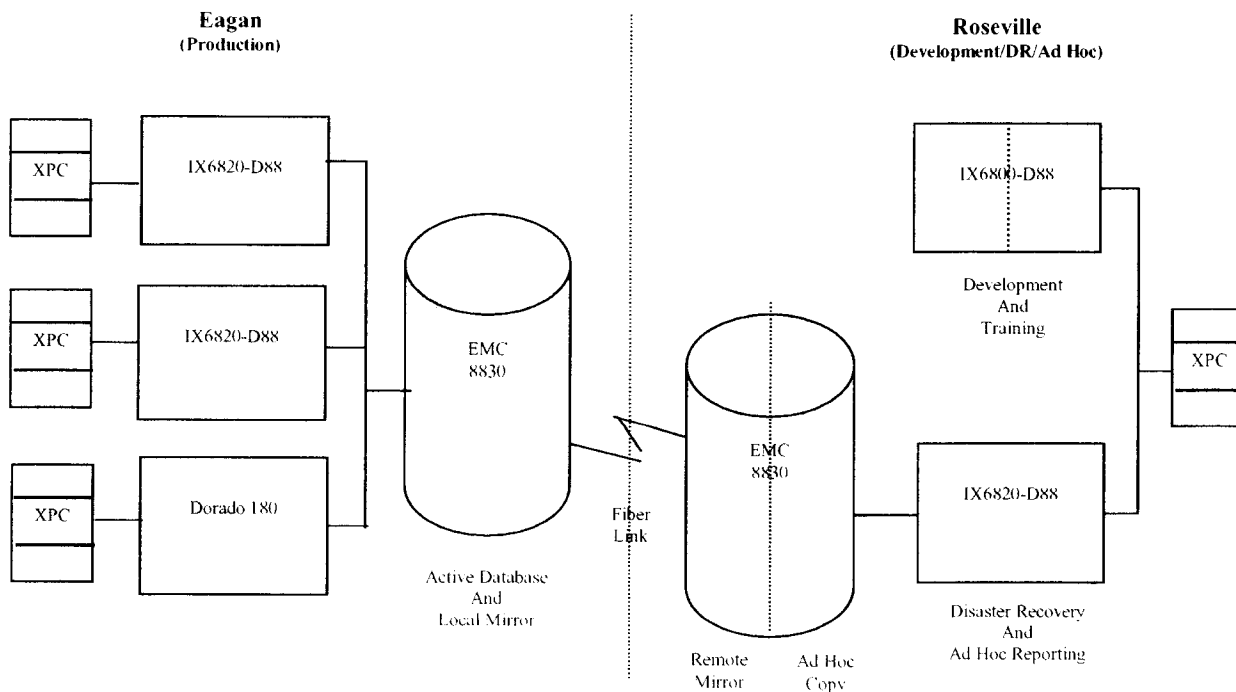
Enterprise Servers

The current LEADER System Enterprise server environment consists of multiple mainframes operating at two geographically separated locations. The production system is located at the Unisys Operations Center in Eagan, Minnesota. A second system is located at the Unisys Center in Roseville, Minnesota, and is used for disaster recovery, development, training and ad hoc reporting. The Eagan and Roseville Centers are connected via a private high-speed fiber-optic network link.

The LEADER System Enterprise server architecture is depicted in Diagram 1 and discussed in further detail in the following sections.

Diagram 1

LEADER System Enterprise Servers



Note: Server operating systems and applications are maintained on separate disks and are not shown on this diagram.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Eagan Operations Center (Production Environment)

The production Enterprise servers located at Eagan are comprised of one Dorado 180 and two Unisys Clearpath IX6820 mainframe computers running the Unisys OS 2200 operating system. Each of the mainframes handles a portion of the total Los Angeles County welfare caseload, which is divided up by district offices. The database is stored in an EMC Symmetrix Enterprise storage system.

The LEADER System EMC storage system at Eagan is partitioned into four distinct databases, each dedicated to one of the three mainframes. Each of the four partitioned storage spaces currently employs twenty-one 36GB hard drives partitioned into 84 logical drives. Currently, there is approximately five terabytes of client data stored on the EMC storage system. Throughput is managed over 6 Fiber Optic channels per Enterprise Server. In addition, each mainframe utilizes an extended processor complex (XPC) caching system to improve processor performance. The operating system and non-database files are maintained on a separate EMC storage system, which is backed up daily.

Roseville Center (Disaster Recovery/Development/Training/Ad Hoc Reporting)

The Roseville center is used for development, training, disaster recovery, and ad hoc reporting. It is comprised of one Unisys Clearpath IX6820 and one Unisys Clearpath IX6800 mainframe computers running the Unisys OS 2200 operating system as shown in Diagram 1 above.

Security

Access to the Enterprise servers is controlled through user access restrictions. According to Unisys, there is no anti-virus software on the Enterprise servers because of tight access security controls, closed and tightly controlled applications development environment, and because there is little or no development of viruses targeted to infect the Unisys OS 2200 operating systems.

Unisys certifies that the security measures in place for the Enterprise server environment are within industry standards and adequate for this system.

**Consulting Services for
Los Angeles Eligibility, Automated Determination, Evaluation and Reporting
(LEADER) System Reprocurement**

Central, Local Site, and Print Facilities

The Enterprise servers house the centrally located LEADER System Enterprise database and core applications. Data input, updates, queries, and reporting are initiated from approximately 11,500 connected workstations. The workstations (desktop and/or laptop computers) are located in local sites, which include County offices, medical facilities, and selected non-County agencies. In addition, the LEADER System employs a separate high volume/speed central print facility and system monitoring and management facility. Network Hubs of the LEADER System network, 134 local sites, as well as the connection to the Enterprise server facilities are depicted in Diagram 3 below.

Network Hubs

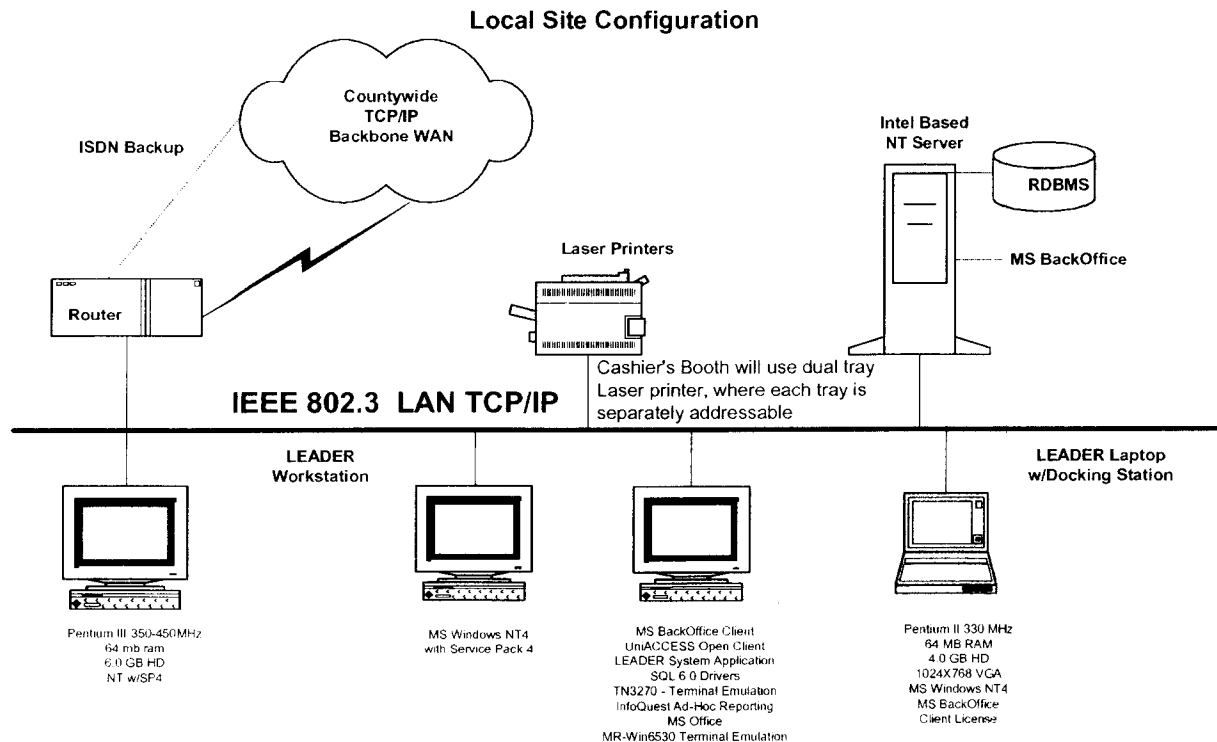
Redundant ATM paths are provided between the Eagan Service Center and the two Network Hubs. One Network Hub is located in Downey, California and the other in Mission Viejo, California. Each manages approximately half of the total number of LEADER System workstations throughout the network, although, each is configured to handle full load network operation by itself. The Network Hubs provide Domain Name Services (DNS), Network Management Services (NMS), Systems Management Services (SMS), Windows Name Services (WINS), SQL database services, user account and authentication services, and internal email services for the entire LEADER System network. With the exception of the Enterprise servers, all servers and workstations throughout the LEADER System infrastructure are Intel Pentium processor based and run Microsoft Windows NT.

Local Sites

As of March 31, 2005, there are 134 local sites and over 11,500 workstations in the LEADER System network. Most are connected via fractional T1 connections. Sites vary in size from 1 to more than 450 workstations each. Local sites with 25 or more workstations also include local/district servers to reduce load on the Network Hub servers and to improve local site workstation performance. The total number of workstations at a local site determines the number of local servers required. The workstations are either desktop (11,120 as of March 31, 2005) or laptop (350 as of March 31, 2005) models. All local sites have printers, most of which are HP 4050TN models. In local sites where public assistance benefits are issued, HP 8000TN printers are also used. To minimize inventory configuration variations and training requirements, the LEADER System has strived to minimize variations in workstation hardware. There are currently only 4 different images of each workstation application to cover all of the current variations in workstation hardware. Diagram 2 depicts the typical local site LEADER System architecture.

Consulting Services for Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) System Reprocurement

Diagram 2
Typical Local Site LEADER System Architecture



Dial-up

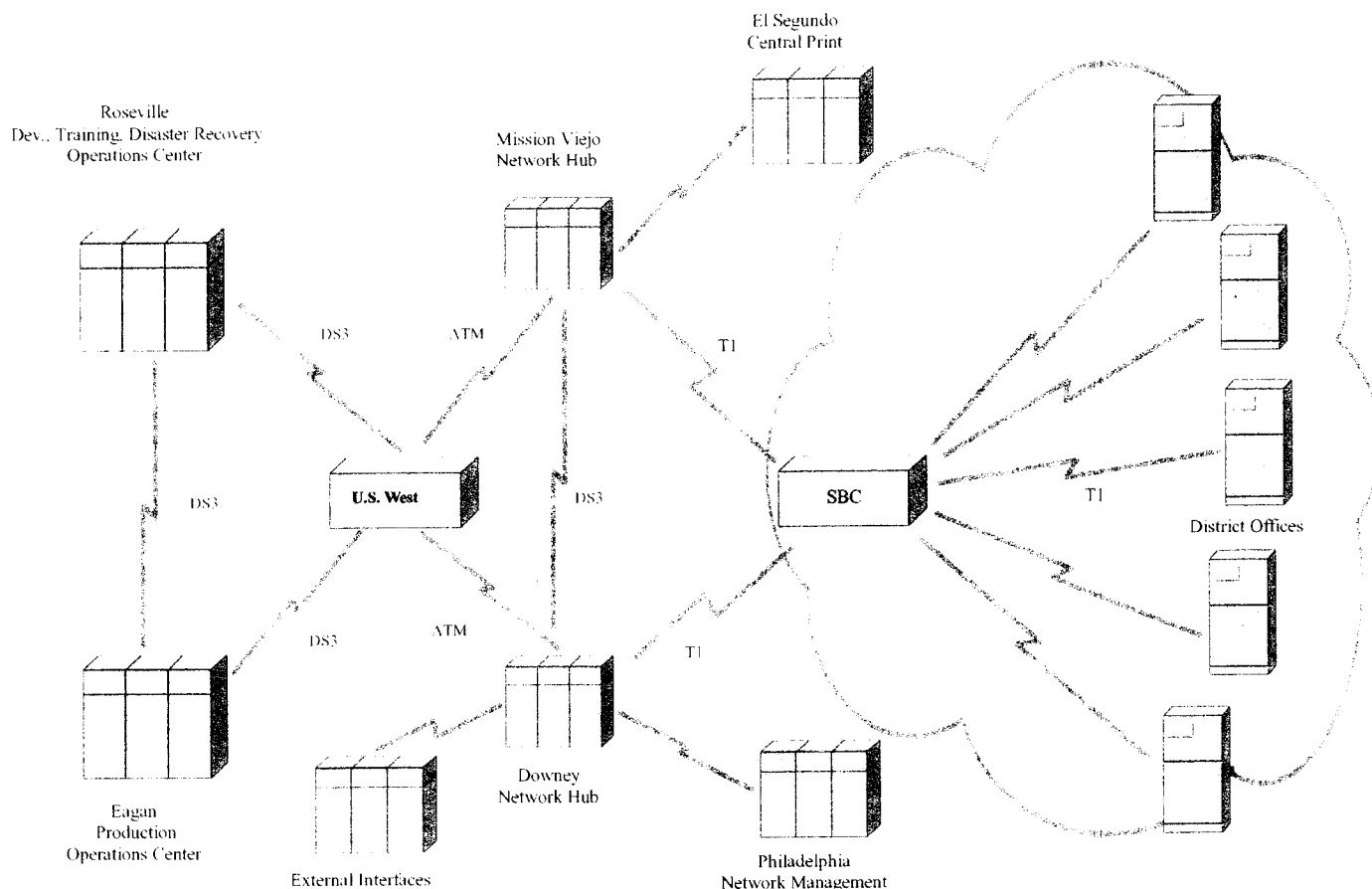
In addition to the LEADER System closed network access, dialup is also provided for the County Child Medi-Cal Enrollment Project (CMEP), Medi-Cal Assistance Only (MAO) district sites, Child Support Services Department (CSSD), and the City of Los Angeles Housing Authority. Connection is made via the public switch telephone network. To ensure privacy and access security, Token Cards are required on all dialup workstations and are managed through the two Network Hubs. Citrix Metaframe software is used to enhance response times.

Network Topology & Equipment

The LEADER System uses a closed, dedicated network with redundant paths for increased reliability. Diagram 3 depicts the overall network topology and major system components. Diagram 6 depicts the LEADER System Network and Application Layers.

Consulting Services for Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) System Reprocurement

Diagram 3 LEADER System Network Topology



As shown on Diagram 3, the LEADER System network is comprised of multiple DS3 and ATM redundant links between the Enterprise servers at Eagan and Roseville; the Network Hubs at Downey and Mission Viejo, and multiple channelized T1 lines between the Network Hubs and local sites.

The fractional/multiple (channelized) T1 lines between the Network Hubs and the local sites are sized based on the number of workstations located at each local site. One DS0 circuit is provided for each 60 workstations. A DS0 is 64Kb or 56Kb depending on the provider, SBC or Verizon, servicing the specific district site. The larger district sites use a DS1 circuit over a full T1 line. An ISDN backup circuit is provided at sites with at least 25 workstations.

The dialup lines provided through the public telephone switch are 56Kb connections but provide only 22.6Kbs of effective throughput.

Consulting Services for Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) System Reprocurement

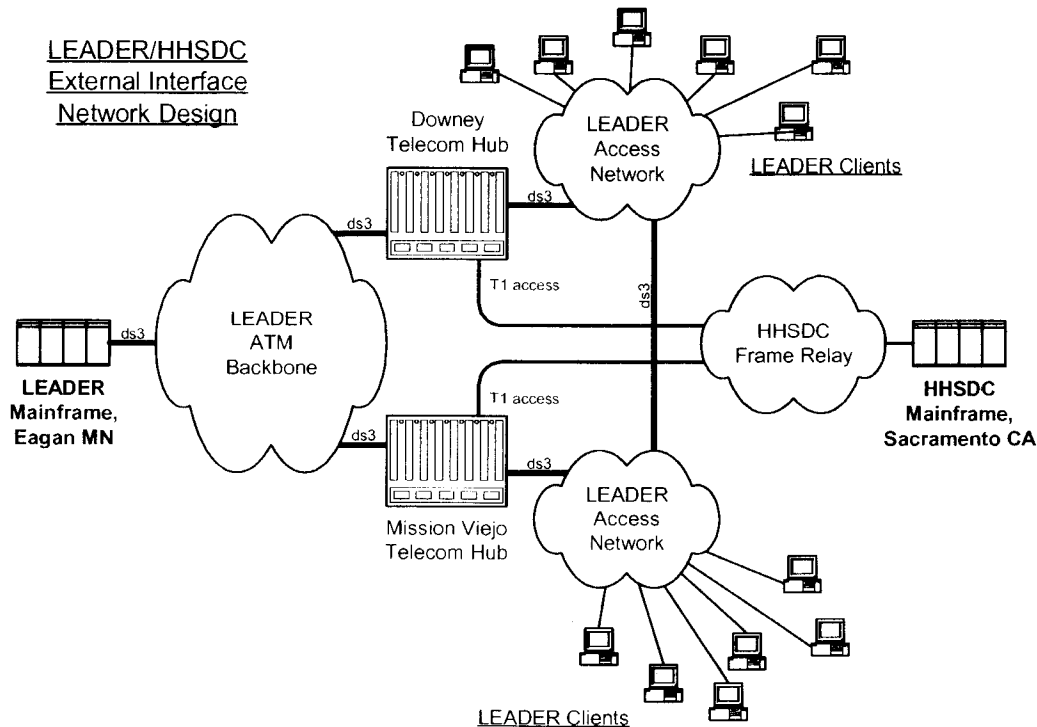
In addition to the servers and workstations, there are a total of 500 to 600 network devices used throughout the network.

Redundant CISCO routers are used at the core sites (Eagan, Roseville, Mission Viejo and Downey) along with ATM switches. Single CISCO routers are used at the district/local level. The specific router used at each local site is dependent on the number of workstations.

External Interfaces

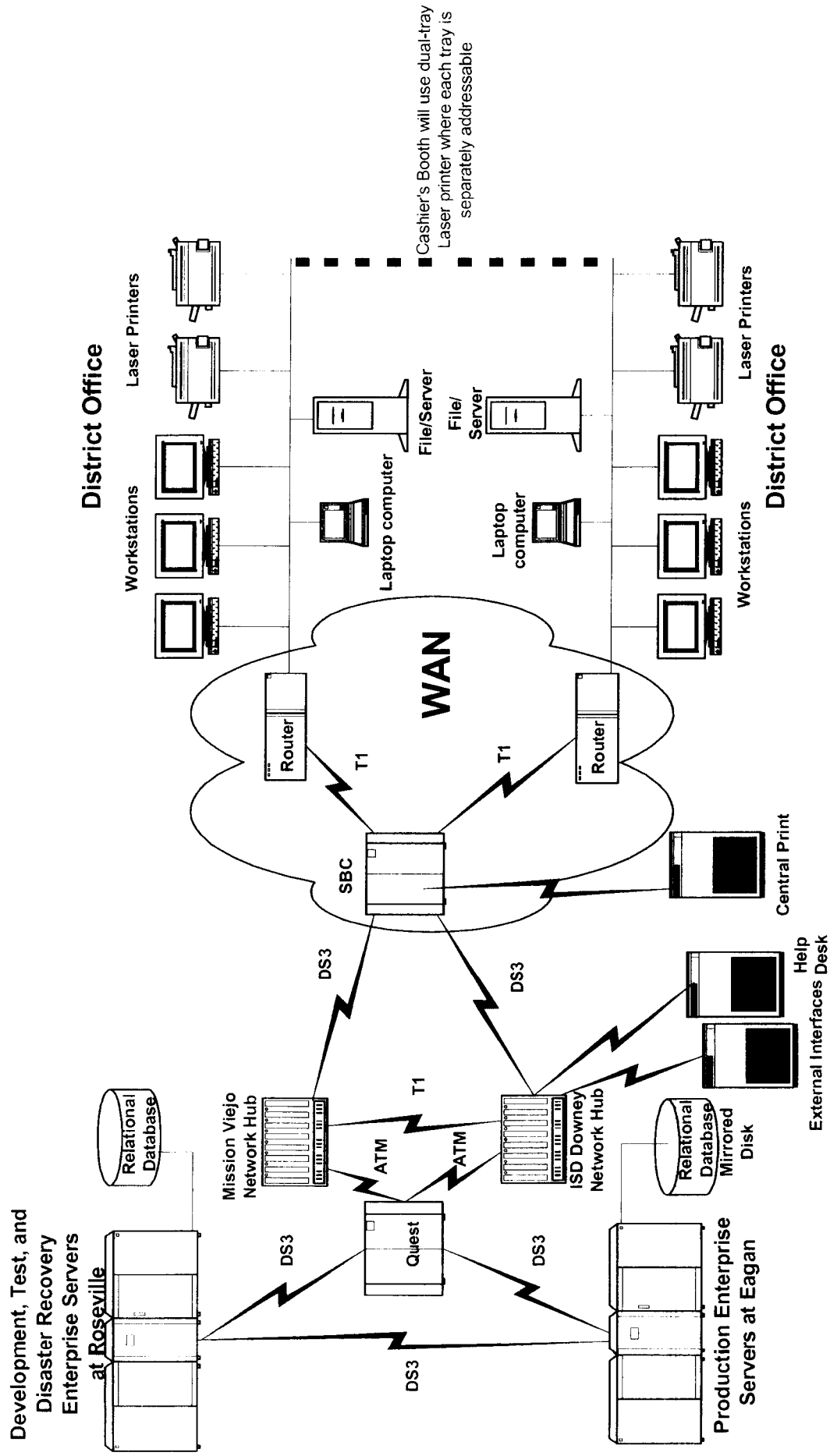
The LEADER System network is a closed, dedicated, and controlled access network. There are, however, more than 30 external interfaces with other systems at the County, State, and federal level. Diagram 4 shows the interface between the State of California Health and Human Services Data Center (HHSDC) and the LEADER System network. This interface is used to provide Medi-Cal and Client Index information. (Note: that other Local County Interfaces are not depicted.)

Diagram 4
LEADER System External Interface Diagram



Consulting Services for Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) System Reprourement

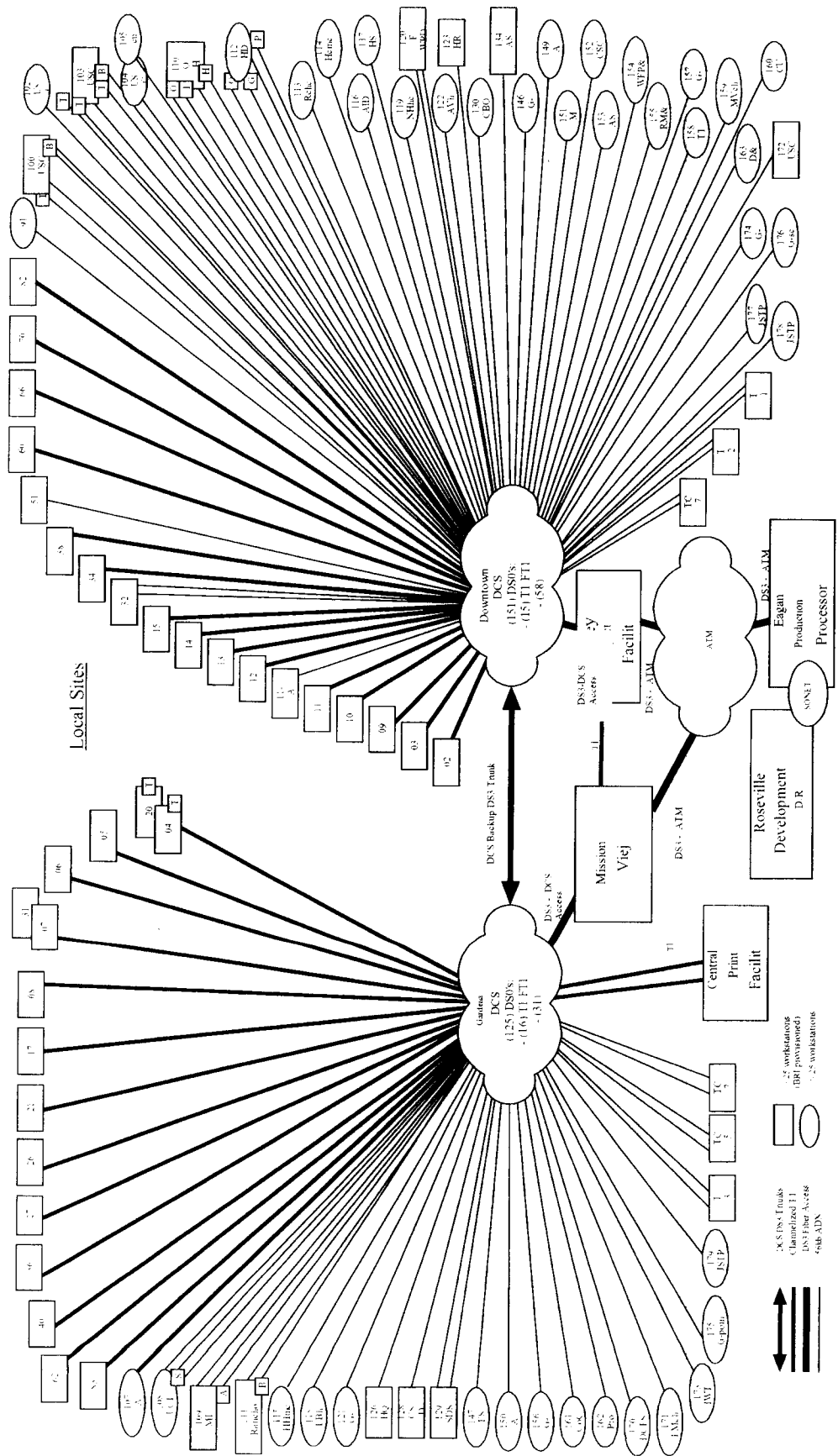
Diagram 5
LEADER System Components



Consulting Services for Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) System Reprourement

The following diagrams depict the LEADER System Network and Application Layers:

**Diagram 6
LEADER System Network**



Consulting Services for
 Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (LEADER) System Reprourement
 Diagram 7
 LEADER System Application **LEADER System Application Layers**

